

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

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# HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE, INDIANA

## PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005  
Annual Plan for Fiscal Year 2001

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

**ADMINISTRATIVE POLICIES AND PROCEDURES**  
**FOR**  
**PUBLIC HOUSING PROPERTY MANAGEMENT**  
**SECTION 8 ADMINISTRATION**  
**AFFIRMATIVE MARKETING**

**HOUSING AUTHORITY OF THE CITY OF TERRE**  
**P.O. BOX 3086, ONE DREISER SQUARE**  
**TERRE HAUTE, VIGO COUNTY, INDIANA 47803**

**THIS DOCUMENT COVERS ALL UNITS - ALL PROGRAMS - OWNED OR MANAGED**

**THIS DOCUMENT IS SUBJECT TO MODIFICATION DUE TO STATUTORY OR  
REGULATORY EDICTS ISSUED BY THE US GOVERNMENT.**

**THIS DOCUMENT IS SUBJECT TO MODIFICATION DUE TO RESOLUTION BY THE  
BOARD OF COMMISSIONERS.**

**THIS DOCUMENT IS AN INTEGRAL PART OF THE ANNUAL PLAN OF THE HOUSING  
AUTHORITY.**

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**Patrick J. Barder**

**Executive Director**

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**ADOPTED BY THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE**

**RESOLUTION 2001-9**

Certification for a Drug-Free Workplace

HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE

ALL SITES/ALL PROGRAMS

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 un-lawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work-place 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;
- 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.)

ALL SITES/ALL PROGRAMS

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)

PATRICK J. BARDER

EXECUTIVE DIRECTOR

Signature

Date

## **CERTIFICATION OF CHIEF EXECUTIVE OFFICER**

### **The Housing Authority of the City of Terre Haute hereby assures and certifies that:**

(I) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part 1) which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will immediately take any measures necessary to effectuate this agreement.

With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of property, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(II) It will comply with the Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act), which prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(III) It will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance.

(IV) In establishing the criteria for the selection of tenants, the HA or Owner will not utilize preferences or priorities which are based on (1) the identity or location of the housing which is occupied or proposed to be occupied or (2) upon the length of time the applicant has resided in the jurisdiction. The HA or Owner shall treat non-resident applicants who are working, or have been notified that they are hired to work, in the jurisdiction as residents of the jurisdiction.

(V) If the proposed project is to be located within the area of a local Housing Assistance Plan (HAP), the applicant will take affirmative action to provide opportunities to participate in the program to persons expected to reside in the community as a result of current or planned employment.

(VI) Comply with the Executive Order 11246 and all regulations pursuant thereto (41CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to insure equal employment opportunity. HA or Owner will incorporate, or cause to be incorporated, into any contract for construction work for \$10,000 and over, as defined in Section 130.5 of HUD regulations, the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

(VII) If applicable, comply with Section 3 of the Housing and Urban Development Act, as amended (12USC1701u) and regulations pursuant thereto (24 CF Part 135), which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the project.

(VIII) Comply with any rules and regulations issued by HUD pursuant to Section 504 of the Rehabilitation Act of 1973, 29USC 794, and Executive Order 11914. (Prohibits discrimination based on handicap in programs receiving Federal financial assistance.)

(IX) Comply with the Age Discrimination Act of 1975 which prohibits discrimination based on age in programs receiving Federal financial assistance.

(X) The Terre Haute Housing Authority has a TDD number that hearing impaired applicants/tenants/participants can use to communicate with the staff. The number is publicized through newsletters, on letterhead, etc.

(XI) Fair housing logos are displayed at all offices of the Terre Haute Housing Authority and on advertisements.



## I. EQUAL OPPORTUNITY OBJECTIVES

### OBJECTIVE I OUTREACH TO LOWER-INCOME FAMILIES

1. Media to be used: Newspaper: Tribune-Star;
2. Other suitable means to be used to publicize program: Letters/brochures to local social service agencies, churches, civic groups, and offices who deal with prospective eligible applicants. We will encourage these agencies and groups to publicize the programs in their newsletters.

### OBJECTIVE II PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

1. Media to be used to notify owners about the program(s): Tribune-Star;
2. Actions to encourage participation by owners of units outside low-income and minority areas: members of HA staff meet regularly with the Apartment Association, Board of Realtors and other local groups who have members who are or have contact with local landlords.
3. New and prospective landlords and owners will be oriented to the program requirements including equal opportunity during briefing sessions that will be conducted by staff. A Fair Housing brochure and complaint form is included in each Certificate/Voucher Packet.
4. We maintain a listing of available housing units at our Central Office. A map of Vigo County is displayed in our office, which indicates where our Section 8 Existing units are located. Housing Certificate/Voucher units will also be listed here. Another map indicates the location of all programs administered by the HA.
5. Our staff is always available to discuss the program with a landlord who is reluctant to participate in the program. We can provide sample forms and information regarding Housing Quality upon request.
6. Actions taken to promote broadest geographical choice in selection of units by Section 8 recipients, if any. Our Section 8 program constitutes units in most areas of the city.
7. Geographical areas in which HA Certificates may be used: Terre Haute and Vigo County.

### OBJECTIVE III ENSURING EQUAL OPPORTUNITY TO APPLICANTS FOR PARTICIPATION IN THE HA'S HOUSING PROGRAMS

1. Applications for all housing programs will be accepted at the Central Office.
2. Applications will be entered on the appropriate waiting list(s) to be selected for placement by date of application and other preferences, WHICH ARE KEPT TO AN ABSOLUTE MINIMUM, as listed in the Administrative Plan.

### OBJECTIVE IV UTILIZATION OF A LOCAL FAIR HOUSING ORGANIZATION OR ORGANIZATION SERVING THE HANDICAPPED

1. THHA maintains adequate working relationships with United Cerebral Palsy of the Wabash Valley and Hamilton Center to meet the housing needs of all of the disabled people in our jurisdiction.

## II. DETERMINATION OF ELIGIBILITY AND SELECTION OF FAMILIES

### A. Qualifications

The applicant head of household and/or spouse

1. must have attained the age of 18 or has been emancipated through court according to State Law 31-6-4-15.7
2. must have custody of the dependents at least 80 percent of the time as verified by court documents in order for the dependents to be considered a “full” time family member when determining income and deductions. NOTE: Foster Children are permitted if it does not cause overcrowding but are not taken into consideration when determining bedroom size or rent. Foster children do not warrant allowable deductions except for childcare costs.
3. will be given placement priority if the head or spouse is
4. at least 62 years of age and/or is
  - a. eligible, by age, to receive an old age benefit under the Social Security Act;
  - b. displaced by law, government action, or domestic violence;
  - c. handicapped with a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration AND substantially impedes his/her ability to live independently AND is of such a nature that such ability could be improved by more suitable housing conditions.
  - d. A disabled head or spouse who is:
    - unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; OR
    - at least 55 years of age and is blind AND unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful

activity in which he has previously engaged with some regularity and over a substantial period of time; OR

afflicted with a severe chronic disability that is attributable to a mental or physical impairment or combination of mental and physical impairments that manifest before the person attains age 22 and is likely to continue indefinitely AND results in substantial functional (limitation in three or more of the following areas of major life activity: self-care, receptive and responsive language, learning, mobility; self-direction; capacity for independent living, and economic self-sufficiency and reflects the person's need for a combination and sequence of special, interdisciplinary or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated. OR

receives Social Security Disability or SSI benefits.

5. is a remaining member of a tenant family and he/she has
  - a. signed the lease and the HA considers him/her to be a suitable tenant
  - b. did not sign the lease but the HA is willing to enter into lease with him/her.

**(SPECIAL NOTES)**

If a family requires a care attendant for any disabled or handicapped family member, the attendant must

- a. be determined by the HA to be essential to the care and well-being of the person; AND
- b. not be obligated to support the family member; AND
- c. not be living in the unit except to provide necessary supportive services; AND
- d. not be required to share a bedroom. (A care attendant will not be listed on the lease and will not be eligible for continued occupancy as a remaining family member. The income of a care attendant is not counted in total family income.)

If an applicant qualifies as both handicapped and disabled, they are not considered to be any more of an elderly family.



Applicants who do not receive disability benefits but meet the definition are eligible for qualifying as a disabled applicant.

Disabled veterans must meet the Social Security Act disability guidelines definition.

After admission, the family or individual must continue to qualify in order to remain eligible for elderly and medical deductions. Eligibility for continued occupancy can still be maintained without the disability/handicapped definition being met.

When there are changes in family composition, a transfer will be considered to an appropriate size unit.

## **B. Determination of Annual Income**

Annual income is the anticipated total income from all sources received by the Family head and spouse (even if TEMPORARILY absent) and by each additional member of the Family, including all net income derived from assets in excess of \$10,000, for the 12 month period following the effective date of initial determination or reexamination, exclusive of income that is temporary, nonrecurring or sporadic.

Income includes, BUT IS NOT LIMITED TO:

the full amount before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services; and

net income from operation of a business or profession, including self-employment (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family; and

interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness shall not be deducted to determine the net income.) An allowance for depreciation is permitted only as authorized above. Where the Family has Net Family Assets in excess of \$10,000, annual Income shall include the greater of the actual income derived from all Net Family Assets or the current passbook savings rate, as determined by HUD; and

the full amount of periodic payments received from social security (if reduced because of previous overpayment, the actual amount received should be counted), annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for the delayed start of a periodic unemployment or welfare payment (lump sum payments from Social Security are not counted); and

payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; and

TANF Temporary Assistance to Needy Families; and

periodic and determinable allowances such as alimony and child support payments, and regular gifts or contributions received from persons not residing in the dwelling; and

all regular pay, special pay and allowances of a member of the Armed Forces (whether or not they are living in the dwelling) who is the head of the Family, spouse, or other person whose dependents are residing in the unit.

Annual Income DOES NOT INCLUDE such temporary, non-recurring or sporadic income as the following:

casual, sporadic or irregular gifts;

amounts that are specifically for reimbursement of the cost of medical expenses;

lump-sum additions to Family assets, such as inheritances, delayed periodic Social Security or SSI, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

amounts of educational grants, scholarships or work-study programs paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, materials, supplies, transportation, miscellaneous personal expenses and equipment;

proceeds from loans;

the hazardous duty pay to a Family member in the Armed Forces away from home and exposed to hostile fire.

In addition, Annual Income DOES NOT include:

any earned income of children (including foster children) under the age of 18;

any payment received for the care of foster children;

any amount specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. These exclusions include:

(1) relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

2) the value of the allotment provided to an eligible household for coupons under the Food Stamp Program;

(3) payments to volunteers under the Domestic Volunteer Service Act of 1973 (i.e., Foster Grandparents, R.S.V.P.);

(4) payments to individuals under Title V of the Older Americans Act of 1965 (SCSEP, Green Thumb, NCOA, Senior Aids, US Forest Services, NCBA-National Caucus for Black Aged, Urban League, National Association for Spanish Elderly);

(5) amounts paid through training programs funded through the Workforce Investment Board (WEB) or resident initiatives programs;

(6) income of a live-in aide or care attendant as outlined in Section A;

(7) all other exclusions from income that may be published from time to time as a result in changes in Federal law;

(8) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing transportation, child care, etc) and which are made solely to allow participation in a specific program.

Income of a family member confined to a nursing home or hospital on a long term basis can be treated one of two ways:

- (1) include the income and take any deductions for which the individual would qualify; or
- (2) remove the family member's name from the lease and exclude the income and do not take any deductions for the individual. The method that is most advantageous for the family should be used.

Adjusted Income equals Annual Income less:

a. \$480 for each dependent in the household (excluding foster children) other than the Family head or spouse, who is under 18 years of age or is disabled or handicapped or is a full-time student (a full time student is defined as a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.)

b. \$400 for an elderly family (a Family whose head or spouse is a person who is elderly, handicapped or disabled). It may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care or well being. Only one deduction per family even though one or more family members are elderly, disabled or handicapped.

c. for any family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person;

d. for any elderly family:

(1) that has **NO** Handicapped Assistance Expenses, (expense directly attributable to the necessary care of a handicapped member which enables the head or spouse to work) an allowance for medical expenses anticipated to be paid in the next 12 months which exceed three percent of income. Medical expenses covered by medical insurance may not be included in the total medical expenses.

(2) that has Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with Part c of this Section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses.

(3) that has Handicapped Assistance Expenses that are **less than** three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and

(4) child-care expenses anticipated to be paid by the Family for the care of children under 13 years of age during the next 12 months that will enable a family member to be gainfully employed or to further his/her education. The amount deducted shall reflect reasonable charges for child-care, and in the case of childcare necessary to permit employment. The amount deducted shall not exceed the amount of income received from such employment. This deduction is not eligible if the family is reimbursed for the expense.

### **C. Determination of Assets**

1. Net Family Assets represents the value of equity in real property (current fair market value less the cost of disposition), savings, stocks, bonds, checking accounts in excess of amount needed for normal day-to-day needs, and other forms of capital investment, excluding equity accounts in HUD homeownership programs;

2. The value of necessary items of personal property such as furniture and automobiles shall be excluded;

3. In cases where a trust fund has been established and the trust is not revocable by or under the control of any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

4. In determining Net Family Assets, include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale), during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

5. There is no limit to assets except in the fact that income from assets could possibly make the applicant/tenant's income over the allowable limit.

6. The cost incurred in disposing of an asset is excluded.

7. (Section 8 only) the value of the cooperative unit or manufactured home in which the family resides is excluded.

8. Cash value of insurance policies.

## **D. APPLICANT SELECTION**

The HA will first offer available units to applicants according to their relative position on the waiting list effective the first (1<sup>st</sup>) calendar day of every month.

The waiting list will be maintained by the Director of Admissions and will be subject to audit by the Executive Director at any time.

The waiting list will be updated the first calendar day of every month, all positions adjusted accordingly, and then used for applicant selection for ALL calendar days of that month.

In selecting eligible applicants, the HA will comply with USDHUD prescribed rules regarding selection of very low-income families for housing assistance.

EXCEPTIONS will be allowed only for the following reasons:

- a. fiscal solvency or program regulations that require a minimum occupancy percentage of total units;
- b. to satisfy a required range of incomes regulation;
- c. adequate annual income for a homeownership program;
- d. in order to maintain the integrity and viability of the admissions process (i.e. if there is no reasonable expectation that an applicant can be housed within a reasonable period of time)

Said exceptions must be approved by the Executive Director.

Should an applicant be offered an apartment or assistance and turn it down, the original application will be withdrawn AND the applicant will need to reapply if they want to be considered in the future.

## E. Non-Economic Selection Criteria

In addition to policies and regulations established heretofore in the Administrative Plan, certain other policies and procedures will be used to embody criteria and standards for tenant selection.

The criteria to be established and information considered **WILL BE** reasonably related to the individual attributes and behavior of the applicant and **WILL NOT BE** imputed to a particular group or category of persons of which an applicant may be a member.

Prospective Section 8 Landlords will be notified that it is their responsibility to screen their prospective tenants. THHA shall provide information regarding the family to help the owner to decide including current and past addresses and landlords.

### PRIOR TENANT HISTORY

The applicant cannot owe THHA a balance from previous participation in any program and/or must obtain satisfactory references from former landlords.

Past eviction, termination, history of failure to pay rent, disturbing neighbors, destroying property or living or housekeeping habits adversely affecting health, welfare or safety of other tenants OR actual or threatened abusive or violent behavior toward HA personnel are all valid reasons for a determination of ineligibility.

(NOTE: Applicants with previous unfavorable history in any THHA administered program will automatically be deemed ineligible for any programs whether or not they qualify.

Former residents/participants of THHA programs who terminated under adverse circumstances (i.e. evictions, damages, housekeeping, etc.) are not eligible to re-apply for any assistance for three (3) years from the date of their termination.

Further, re-application does **not** guarantee re-admission, in these circumstances.

**CREDIT CHECKS** A family who has a history of not meeting their financial obligations (especially rent) may be denied eligibility. Lack of credit history is **not** a reason for ineligibility

**CRIMINAL BACKGROUND CHECKS** Will be conducted to ascertain any possible violent or drug-related criminal activity for which the applicant or member of the immediate family were convicted which would adversely affect health, safety or welfare of other tenants.

If the abuse of alcohol or drugs is verified, the HA can deny or revoke housing assistance if the provision of such assistance likely result in conduct that would adversely affect the community environment.



If applicant can demonstrate through the written professional opinion of a qualified third party they have recovered or are recovering and do not currently use or possess, they may be approved.

The same standards of tenant suitability that the HA uses for applicants will be used in evaluating a person who is joining a family already in occupancy.

### **III. RECEIPT OF APPLICATION AND APPLICATION PROCESSING**

Applications will be accepted by the HA each weekday between the hours of 8:30 AM and 5:00 PM.

An Application and Verification forms will be completed by the applicant and delivered to the Housing Authority Central Office at which time it will be dated and time stamped by Admissions personnel. Applications will then be entered into the computer system.

Potential applicants will not be discouraged from applying because of their apparent ineligibility.

All applicants will be placed on the waiting list or rejected.

Upon placement on the waiting list, the applicant's eligibility will be verified, utilizing all applicable rules and regulations, at the time THHA can reasonably be certain that it can offer housing assistance.

The following eligibility requirements will be applied in the stated order to each application to determine initial eligibility for placement on the waiting list:

Is the applicant income eligible for assistance?

Does the applicant meet all of the non-economic selection criteria?

## **Verification.**

All applicants/participants are **required** to sign a “Authorization to Release Information” Form (HUD Form 9886) as a condition of consideration and subsequent participation in any housing programs administered by the Terre Haute Housing Authority.

### **VERIFICATION OF THE FOLLOWING WILL BE REQUIRED:**

#### **Income**

- a. Signed third party verifications **MUST** be used:
- b. Copies of verifying documents shall be retained in the applicant’s file;
- c. The use or disclosure of information obtained from a Family or from another source pursuant to this release and consent shall comply with all privacy laws and regulations..

#### **Assets**

Third party verification of savings and checking, certificates of deposit, current fair market property values, tax returns, stock certificates, etc., exceeding \$10,000.00, will be obtained where applicable.

In some circumstances, the precise value and extent of assets may be difficult to verify. In this **EXTREME** instance, applicant declaration will be acceptable.

#### **Medical Expenses (ELDERLY & DISABLED ONLY)**

Third party verification of medical expenses will be obtained from the doctor, pharmacy, hospital, etc. for anticipated medical expenses.

Payments expected-to-be-made on prior bills are allowable deductions.

Payments expected-to-be-made for any type of medical insurance must be verified with the billing statement and cancelled check indicating the period of time the payment covers.

#### **Child Care Expenses**

Third party verification of child-care expenses can consist of cancelled checks, receipts or completion of the child care verification form by the provider.

#### **Family Size and Composition**

Applicant declaration is usually sufficient; except in the event that an applicant claims to be married, separated or divorced, legal documents will be requested.

#### **Age of Family.**

Age only needs to be verified when it is the sole factor determining eligibility; otherwise, the applicant’s declaration is sufficient.

#### **Preference Status.**

**Preference must be verified by an acceptable third party.**

**Employment**

THHA will make certain that employers and other sources used for verification of applicant income submit comprehensive and accurate information sufficient for THHA to arrive at rent and eligibility determinations. It should be thorough enough to reasonably anticipate expected increases in family income prior to annual reexamination.

**Non-economic Selection Criteria.**

Any information which, provides the basis for denial of eligibility based on this parameter, must be documented.

**Handicap/Disability.**

The applicant/tenant's physician shall complete a Disability/Handicap Verification form to verify that the applicant/tenant is indeed handicapped or disabled.

Other written verification by a clinic, hospital, welfare agency, Social Security Administration, vocational rehabilitation agency or other similar source may be acceptable.

**Social Security Number.**

All family members aged six and above must provide their Social Security number or certify that they do not have one.

**Notification**

1. Eligible applicants will be notified of their eligibility as soon as possible.
2. Ineligible applicants must be advised as soon as ineligibility is determined. This notice shall include an appeal process. No appeal process will be provided if the applicant has been determined to be ineligible because they owe the HA from previous participation in any housing programs for any reason.
3. Records must be maintained indicating the final action taken on all applications.
4. The HA will not remove a name from the waiting list unless:
  - a. the applicant requests it;
  - b. the applicant does not respond by a stated deadline to HA request for
  - c. the HA has made reasonable efforts to contact the applicant to determine if there is continued interest, but has been unsuccessful;

- d. HA has notified the applicant of its intention to remove the application from the waiting list due to the applicant's ineligibility; or
- e. the applicant is deceased.

## **F. Suspension of Application Taking and Updating Files**

1. Suspension of application taking may be implemented if the number of families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next **60 DAYS**.
2. As an alternative, application taking can be limited to certain unspecified periods of the year on a recurring basis.
3. Suspension of application taking or restriction of application periods will be approved by the Executive Director.

#### **IV. SELECTION AND ASSIGNMENT**

##### **A. Waiting List**

One waiting list will be maintained for all housing programs with an applicant's position determined by the criteria stated in this Agency Plan.

##### **B. Type and Size of Unit Required**

The first consideration in matching eligible applicants to available units is the suitability of the unit in relation to the family's needs. The size of a dwelling unit offered to an applicant should be determined by using the following "Occupancy Standards" as a guide:

	NUMBER OF PERSONS		
NUMBER BR'S	MINIMUM	MAXIMUM	
0	1	1	
1	1	2	
2	2	4	
3	3	6	
4	4	8	
5	5	10	

The age, sex, and relationship of the members of the family will be taken into consideration in assigning families within the above ranges.

The maximum number may be exceeded in order to permit an infant to share a bedroom with its parent(s).

**If a live-in aide is required, an additional bedroom may be required and approved.**

##### **Other Dwelling Units Size Consideration.**

If the demand for a certain size apartment is low and no transfers are warranted, a family whose family composition does not meet the criteria established above in Paragraph 2 may be housed in a larger unit.

## V. Housing Inspection.

**Prior to and post** occupancy, inspection of the unit shall occur and be witnessed, **in writing**, by all relevant parties to the Dwelling Lease.

**Certification of the condition of the unit will then be made by the HA.**

The unit must meet the Housing Quality Standards as set forth by the Department of Housing and Urban Development, the HA, Municipal Codes, BOCA 1 and 2 Family National Codes and the National Electrical Code.

In addition to this initial inspection, the HA will inspect the unit annually or at such other times as may be necessary to assure that the Owner and family are meeting their obligation to maintain the unit in decent, safe and sanitary condition.

**The Director of Maintenance will annually conduct quality control inspections of at least five percent of the units assisted.**



## VI. TENANT RENTS

### **Total Tenant Payment (TTP) is**

The amount payable monthly by the Family as rent to the HA or landlord.

If all utilities, except telephone and other essential services, are supplied by the landlord, then Tenant Rent equals Total Tenant Payment.

The TTP used will be selected by the Tenant and will be one of the following:

- i. Flat Rent or Ceiling Rent
- ii. Income-Based Rent
  1. If it is an income based rent, it will be the largest of the following computations;
    - a. 30 percent of adjusted income;
    - b. 10 percent of gross income; or
    - c. \$50.00.

When utilities and other services are not supplied by the landlord and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment **less** the applicable Utility Allowance.

**For public housing units, the tenant rent will be limited to approved ceiling rents.**

## **Total Tenant Payment Defined**

The monthly amount calculated by adding the gross amount of all sources of income less any allowable deductions divided by 12 months and multiplied by 30 percent equals the Total Tenant Payment.

## **Utility Allowance Defined**

b.If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, then an allowance of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment will be provided.

## **Utility Allowance Reimbursement**

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

This reimbursement is mailed to the tenant but made payable to the appropriate utility company indicated it is for the account of the program participant or tenant upon authorization by the tenant.

## **Charges in Addition to Contract Rent**

Damages to premises, project buildings, facilities, or common area deemed beyond normal wear and tear and caused by the tenant, members of the tenant's household, or guests.

Such charges may include charges for the tenant's failure to carry out maintenance and housekeeping tasks in accordance with the terms of the lease.

If the tasks are such that they cannot reasonably be performed by the tenants, the task will be assumed by the landlord as part of its maintenance obligations without additional charge to the tenant.

Charges for excess utility consumption resulting from the use of **unapproved** tenant-supplied appliances such as: extra refrigerators, freezers, window air conditioners, clothes washer, clothes dryer, cable TV, etc.

Late charges will be assessed for failure to pay rent by the fifth day of the month according to the following policy:

the landlord may collect a fee of **\$10 per week** the rent remains unpaid during the month it is due.

There will be no charge for routine trash collection.

However, in the event of the tenant's failure to remove trash from the premises in accordance with the terms of the lease, the tenant can be charged for the clean up. THHA provides trash receptacles for all public housing tenants.

**VI. THHA DWELLING LEASE (USDHUD MODEL LEASE)**

**RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease. These apply to all TENANTS;**

**Part II ~ Lease Contract. This is executed by HEAD OF HOUSEHOLD and the LANDLORD and/or MANAGEMENT AGENT and includes all of the Part I Terms and Conditions (by reference) and the following information specific to each family circumstance:**

Identification of all members of **TENANT** household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);

Unit address, occupancy date, project name and number;

Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;

Utilities and appliances provided by the LANDLORD and/or MANAGEMENT AGENT with the unit;

All pamphlets or informational materials provided to **TENANT**;

Signature line for the parties to the lease (all adult members of **TENANT** household must sign the lease);

Emergency telephone number for **TENANT** to use if maintenance problems arise with the unit outside of normal Authority working hours

Form EPA747-K-99-001 PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

**NOTE: Information contained in [.....] indicates reference to federal regulation.**



**PART I of the RESIDENTIAL LEASE AGREEMENT**

**TERMS AND CONDITIONS**

THIS LEASE AGREEMENT (called the “Lease”) is between:

**HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE**

(here-in-after called the” “LANDLORD and/or MANAGEMENT AGENT),

and;

**(insert the name of the Head of Household),**

signatory in Part II of this lease, (here-in-after called the “**TENANT**”.)  
[966.4 (a)]

**NOTE: All references to “Housing Assistance Administrator” shall mean  
“The Housing Authority of the City Of Terre Haute”**

## I. Description of the Parties and Premises: [966.4]

(a) The LANDLORD and/or MANAGEMENT AGENT, leases to **TENANT**, the property (called Premises or Dwelling unit) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]

(b) Premises must be used only as a private residence, solely for **TENANT** and the family members named on Part II of the Lease. The LANDLORD and/or MANAGEMENT AGENT may, by prior written approval, consent to **TENANT** use of the unit for legal profit-making activities subject to the LANDLORD and/or MANAGEMENT AGENT policy on such activities. [966.4 (d)(1 & 2)]

(c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require the advance written approval of the LANDLORD and/or MANAGEMENT AGENT. Such approval will be granted only if the new family members pass the LANDLORD and/or MANAGEMENT AGENT screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]

(d) **TENANT** agrees to wait for the LANDLORD and/or MANAGEMENT AGENT approval before allowing additional persons to move into the Premises. Failure on the part of **TENANT** to comply with this provision is a serious violation of the material terms of the lease, for which the LANDLORD and/or MANAGEMENT AGENT may terminate the lease in accordance with Section XVI . [966.4 (f)(3)]

(e) Deletions (for any reason) of household members named on the lease shall be reported by HOUSING ASSISTANCE ADMINISTRATOR, in writing, within 10 days of the occurrence. [966.4 ©(1) & (2) & (f)(3)]

## II. Lease and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of **one calendar month**. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the HOUSING ASSISTANCE ADMINISTRATOR in accordance with Section VII herein. [966.4 ©]

The HOUSING ASSISTANCE ADMINISTRATOR in compliance with HUD regulations and requirements shall determine the amount of the Total **TENANT** Payment and **TENANT** Rent. [966.4 ©]

**(b) Rent is DUE and PAYABLE on the 1ST day of each month and shall be considered delinquent after the 5<sup>TH</sup> calendar day of the month.**

Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]

When the HOUSING ASSISTANCE ADMINISTRATOR makes any change in the amount of Total **TENANT** Payment or **TENANT** Rent, HE/SHE shall give written notice to **TENANT**. The notice shall state the new amount, and the date from which the new amount is applicable.

Rent adjustments are subject to an Administrative Grievance Procedure.

The notice shall also state that **TENANT** may ask for an explanation of how the amount is computed. If **TENANT** asks for an explanation, the HOUSING ASSISTANCE ADMINISTRATOR shall respond in reasonable time. [966.4 ©(4)]

### III. Other Charges

In addition to rent, **TENANT** is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement.

Other charges can include: [966.4 (b)(2)]

(a) Maintenance costs—The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by **TENANT**, household members or by guests. When the LANDLORD and/or MANAGEMENT AGENT determines that needed maintenance is not caused by normal wear and tear, **TENANT** shall be charged for the cost of such service based on the actual cost to the LANDLORD and/or MANAGEMENT AGENT for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

(b) Excess Utility Charges

At developments where utilities are provided by the LANDLORD and/or MANAGEMENT AGENT, a charge **MAY** be assessed for excess utility consumption due to the operation of **UNAPPROVED TENANT**-supplied appliances or equipment. This Charge does not apply to **TENANT** who pay their utilities directly to a utility supplier. [966.4 (b)(2)]

(d) Late Charges

Late-payment charges of \$10.00 **per week** may be assessed by the LANDLORD and/or MANAGEMENT AGENT for unpaid rent and/or other charges **after** the 15<sup>th</sup> calendar day of the month. [966.4 (b)(3)]

The LANDLORD and/or MANAGEMENT AGENT shall provide written notice of the amount of any charge in addition to **TENANT** Rent, and when the charge



is due. Charges in addition to rent are due 30 calendar days after **TENANT** receives the LANDLORD and/or MANAGEMENT AGENT written notice of the charge. [966.4 (b)(4)]

#### **IV. Payment Location**

The LANDLORD and/or MANAGEMENT AGENT will determine how and where payments are to be made.

## Security Deposit

(a) **TENANT** Responsibilities: **TENANT** agrees to pay an amount equal to maximum allowable amount chargeable by law and/or regulation. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)]

(b) The LANDLORD and/or MANAGEMENT AGENT will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by **TENANT** at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by **TENANT**, household members or guests.
3. The Security Deposit may not be used to pay rent or other charges while **TENANT** occupies the dwelling unit. No refund of the Security Deposit will be made until **TENANT** has vacated and the LANDLORD and/or MANAGEMENT AGENT have inspected the dwelling unit.
4. The return of a security deposit shall occur no earlier than 45 days after **TENANT** moves out.
5. The LANDLORD and/or MANAGEMENT AGENT agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to **TENANT** when he/she vacates, less any deductions for any costs indicated above, so long as **TENANT** furnishes the LANDLORD and/or MANAGEMENT AGENT with a forwarding address. If any deductions are made, the LANDLORD and/or MANAGEMENT AGENT will furnish **TENANT** with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

## VI. Utilities and Appliances [966.4 (b)(1)]

These are defined in Part II of this lease.

## VII. LANDLORD Supplied Utilities:

- a. If indicated by an (X) on Part II of the Lease Agreement, the LANDLORD and/or MANAGEMENT AGENT will supply the indicated utility: electricity, natural gas, heating fuel.
- b. The LANDLORD and/or MANAGEMENT AGENT will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- c. If indicated by an (X) on Part II of the Lease Agreement, the LANDLORD and/or MANAGEMENT AGENT will provide a cooking range and refrigerator.

- d. Any major appliances, (air conditioners, freezers, extra refrigerators, washers, dryers, SPACE HEATERS etc.), may be installed and operated only with the **written approval** of the LANDLORD and/or MANAGEMENT AGENT.
- e. An excess utility charge will be payable by the **TENANT** for utilities used in the operation of **UNAPPROVED** appliances. [966.4 (b)(2)]

**(b) TENANT-Paid Utilities:**

If **TENANT** resides in a development where the LANDLORD and/or MANAGEMENT AGENT does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established appropriate for the size and type of dwelling unit for utilities the **TENANT** pays directly to the utility supplier.

The HOUSING ASSISTANCE ADMINISTRATOR may change the Allowance at any time during the term of the lease, and shall give **TENANT** 30 day's written notice of the revised Allowance along with any resultant changes in **TENANT** Rent or Utility Reimbursement. [965.502 ©]

If **TENANT** actual utility bill exceeds the Allowance for Utilities, **TENANT** shall be responsible for paying the actual bill to the supplier.

If **TENANT** actual utility bill is LESS than the Allowance for Utilities, **TENANT** shall receive the benefit of such saving.

**(c) TENANT Responsibilities:**

**TENANT** agrees not to waste the utilities provided by the LANDLORD and/or MANAGEMENT AGENT and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

## VIII. Terms and Conditions Of Occupancy

- (a) **Use and Occupancy of Dwelling** - **TENANT** shall have the right to exclusive use and occupancy of the dwelling unit for **TENANT** and other household members listed on the lease.
- (b) With **prior written consent** of the LANDLORD and/or MANAGEMENT AGENT, members of the household may engage in legal profit-making activities in the dwelling unit. [966.4 (d) (1) & (2)]
- (c) Reasonable accommodation is permitted to a **TENANT** guests or visitors **for a period not exceeding 2 days each week**. Permission **may** be granted upon written request to the LANDLORD and/or MANAGEMENT AGENT, for an extension of this provision. [966.4 (d)(1)]
- (d) Ability to Comply with Lease Terms -

IF, during the term of this Lease, the **TENANT**, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease

AND cannot make arrangements for someone to aid him/her in complying with the lease

AND the LANDLORD and/or MANAGEMENT AGENT cannot make any reasonable accommodation that would enable **TENANT** to comply with the lease,

THEN, the LANDLORD and/or MANAGEMENT AGENT will assist the **TENANT**, or designated member(s) of **TENANT** family, to find more suitable housing.

IF there are no family members who can or will take responsibility for moving the **TENANT**, the LANDLORD and/or MANAGEMENT AGENT will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this lease. [8.3]

At the time of admission, the **TENANT** must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(e) **Re-Determination of Rent, Dwelling Size, and Eligibility:**

The rent amount stated in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family will be re-examined at least once a year.  
[960.209]

(2) **TENANT** promises to supply the **HOUSING ASSISTANCE ADMINISTRATOR**, when requested, with accurate information about: family

composition, age of family members, income and source of income of a family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c) (2)]

Failure to supply such information when requested is a serious violation of the terms of the lease, and the lease will terminate immediately if such failure occurs.

All information must be verified. **TENANT** agrees to comply with the requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4©(2)].

Rent will not change during the period between regular re-examinations, UNLESS during such period [960.209 (b)]

(a) **TENANT** can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [913.107]

(b) If it is found that **TENANT** has misrepresented the facts upon which the rent is based so that the rent **TENANT** is paying is less than the rent that he/she should have been charged, the HOUSING ASSISTANCE ADMINISTRATOR then **will** apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Rent formulas are subject to Federal law and regulation.

(e) All changes in family composition must be reported to the HOUSING ASSISTANCE ADMINISTRATOR within 30 days of the occurrence. Failure to report within the 30 days may result in a retroactive rent charge. [966.4 © (2)]

**This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined by the LANDLORD and/or MANAGEMENT AGENT that the move is essential for the mental or physical health of TENANT AND it does not disqualify the family for size unit it is currently occupying.**

**(f) Rent Adjustments:**

**TENANT** will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided **TENANT** reported the change in a timely manner, as specified above (when change is based on new circumstances).

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 30 days of the occurrence, the increase will become effective at annual re-certification.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective at annual re-certification.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the HOUSING ASSISTANCE ADMINISTRATOR shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

**(g) Transfers [966.4 ©(3)]**

(1) **TENANT** agrees that, if the HOUSING ASSISTANCE ADMINISTRATOR determines that the size or design of the dwelling unit is no longer appropriate to **TENANT** needs, to accept a new lease for a different dwelling unit of the appropriate size or design.

(2) The LANDLORD and/or MANAGEMENT AGENT may move a **TENANT** into another unit if it is determined necessary to rehabilitate or demolish **TENANT** unit.

(3) If a **TENANT** makes a written request for special unit features in support of a documented disability or handicap, the LANDLORD and/or MANAGEMENT AGENT shall modify **TENANT** existing unit subject to availability of funds.

(5) In the case of involuntary transfers, if **TENANT** refuses to move, the LANDLORD and/or MANAGEMENT AGENT will terminate the Lease. [966.4 ©(3)]

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 ©(4)]

(7) The LANDLORD and/or MANAGEMENT AGENT will consider any **TENANT** requests for transfers in accordance with established rules and regulations.

## **IX. LANDLORD and/or MANAGEMENT AGENT Obligations [966.4 (e)]**

The LANDLORD and/or MANAGEMENT AGENT shall be obligated to maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)], and

To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety, [966.4 (e)(2)]

To make necessary repairs to the dwelling unit; [966.4 (e)(3)]

To keep project building, facilities, and common areas, not otherwise assigned to **TENANT** for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]

To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the LANDLORD and/or MANAGEMENT AGENT [966.4 (e)(5)]

To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual **TENANT** family) for the deposit of garbage, rubbish, and other waste removed from the premise by **TENANT** as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [966.4 (e)(6)]

To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of **TENANT** and supplied by a direct utility connection; [966.4 (e)(7)].

To notify **TENANT** of the specific grounds for any proposed adverse action by the LANDLORD and/or MANAGEMENT AGENT. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of **TENANT** to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)

To afford **TENANT** the opportunity for a hearing under the Administrative Grievance Procedure for a proposed adverse action:

To inform **TENANT** of the right to request such hearing.

In the case of lease termination, a notice of lease termination that complies with [966.4 (1)(3)] shall constitute adequate notice of proposed adverse action.

In the case of a proposed adverse action other than a proposed lease termination, the LANDLORD and/or MANAGEMENT AGENT shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]



## **X. TENANT Obligations:**

**TENANT** shall be obligated

- (a) Not to assign the Lease, or sublease the dwelling unit. [ 966.4 (f)(1)]
- (b) Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
- (c) Not to give accommodation to guests in excess of **TWO (2) days** without the advance written consent of the LANDLORD and/or MANAGEMENT AGENT.
- (d) To use the dwelling unit solely as a private dwelling for **TENANT** and **TENANT** household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]
- (e) This provision does not exclude the care of foster children or live-in care of a member of **TENANT** family, provided the accommodation of such persons conforms to the LANDLORD and/or MANAGEMENT AGENT occupancy standards, and SO long as the LANDLORD and/or MANAGEMENT AGENT has granted prior written approval for the foster children, or live-in aide to reside in the unit. [966.4 (d)((3)(i)]
- (f) To abide by necessary and reasonable regulations promulgated by the LANDLORD and/or MANAGEMENT AGENT for the benefit and well being of the housing project and **TENANT**. These regulations shall be available for viewing in any management office, if any, of the LANDLORD and/or MANAGEMENT AGENT and are incorporated by reference in this Lease. **Violation of such regulations constitutes a violation of the Lease.** [966.4(f)(4)]
- (g) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of **TENANT** and household. [966.4(f)(5)]
- (h) To keep the dwelling unit and other such areas as may be assigned to **TENANT** for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of **TENANT**, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for **TENANT** who have no household members able to perform such tasks because of age or disability. [966.4 (g3]
- (i) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the LANDLORD and/or MANAGEMENT AGENT. [§ 966.4(f)(7)]

- (j) To refrain from, and cause members of **TENANT** household or guest to refrain from, littering or leaving trash and debris in common areas.
- (k) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (l) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (m) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by **TENANT**, household members or guests. [§ 966.4(f)(10)]
- (n) To act, and cause household members or guests to act in a manner that will:
  - a. **Not** disturb other residents' peaceful enjoyment of their accommodations; and
  - b. Be conducive to maintaining all properties in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (o) To assure that **TENANT**, any member of the household, a guest, or another person under **TENANT** control, shall **not** engage in:
  - a. **Any** criminal activity that threatens the health, safety, or right to peaceful enjoyment of the housing premises by other residents or employees of the LANDLORD and/or MANAGEMENT AGENT, or
  - b. **Any drug-related criminal activity**. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]
- (p) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the LANDLORD and/or MANAGEMENT AGENT.
- (q) To make no changes to locks or install new locks on exterior doors without the LANDLORD and/or MANAGEMENT AGENT written approval

- (r) To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the LANDLORD and/or MANAGEMENT AGENT.
- (s) To give prompt prior notice to the LANDLORD and/or MANAGEMENT AGENT, in accordance with Section VIII hereof, of **TENANT** leaving dwelling unit unoccupied for any period exceeding 5 calendar days.
- (t) To act in a cooperative manner with neighbors and the LANDLORD and/or MANAGEMENT AGENT Staff. To refrain from and cause members of **TENANT** household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the LANDLORD and/or MANAGEMENT AGENT staff.
- (u) Not to display, use, or possess or allow members of **TENANT** household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of anywhere on the property of the LANDLORD and/or MANAGEMENT AGENT.
- (v) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (w) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (x) To refrain from erecting or hanging radio, television antennas or cable T.V. wire on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with the written approval of the LANDLORD and/or MANAGEMENT AGENT.
- (y) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the LANDLORD and/or MANAGEMENT AGENT.
- (z) **In accordance with the LANDLORD and/or MANAGEMENT AGENT Pet Policy**, pets may be kept in building or units. (SEE PET POLICY SECTION)
- (aa) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the LANDLORD and/or MANAGEMENT AGENT. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at **TENANT** expense. Major automobile repair is not permitted on project site.

- (bb) To remove any personal property left on Authority property when **TENANT** leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the LANDLORD and/or MANAGEMENT AGENT. Costs for storage and disposal shall be assessed against the former **TENANT**.
- (cc) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for **TENANT**, household members and neighbors. **TENANT** SHALL NOTIFY THE LANDLORD AND/OR MANAGEMENT AGENT UNIT PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. **TENANT** failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (dd) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (ee) To pay promptly any utility bills for utilities supplied to **TENANT** by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

## **XI. Defects Hazardous to Life, Health or Safety**

In the event that the LANDLORD and/or MANAGEMENT AGENT determines the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

### **LANDLORD/MANAGEMENT AGENT Responsibilities:**

(a) The LANDLORD and/or MANAGEMENT AGENT shall be responsible for repair of the unit within a reasonable period of time after receiving notice from **TENANT**, provided, if the damage was caused by **TENANT**, household members or guests, the reasonable cost of the repairs shall be charged to **TENANT**. [966.4 (h)(2)]

(b) The LANDLORD and/or MANAGEMENT AGENT shall offer **TENANT** a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The LANDLORD and/or MANAGEMENT AGENT is not required to offer **TENANT** a replacement unit if the hazardous condition was caused by **TENANT**, household members, or guests. [966.4 (h)(3)]

© **TENANT** shall accept any replacement unit offered by the LANDLORD and/or MANAGEMENT AGENT

(d) In the event repairs cannot be made by the LANDLORD and/or MANAGEMENT AGENT, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if **TENANT** rejects alternative accommodations or **TENANT**, household members, or guests caused the damage. [966.4 (h)(4)]

(e) If the LANDLORD and/or MANAGEMENT AGENT determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of **TENANT**, and **TENANT** refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to **TENANT**.

### **TENANT Responsibilities:**

(a) **TENANT** shall immediately notify the LANDLORD and/or MANAGEMENT AGENT of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that **TENANT** believes he/she is justified in abating rent. [966.4 (h)(1)]

(b) **TENANT** agrees to continue to pay full rent, less the abated portion agreed upon by the LANDLORD and/or MANAGEMENT AGENT, during the time in which the defect remains uncorrected.

## **XII. Move-in and Move-out Inspections**

### **(a) Move-in Inspection**

- a. The LANDLORD and/or MANAGEMENT AGENT and **TENANT** or representative shall inspect the dwelling unit prior to occupancy by **TENANT**. The LANDLORD and/or MANAGEMENT AGENT will give **TENANT** a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit.
- b. The LANDLORD and/or MANAGEMENT AGENT and **TENANT** shall sign the statement and a copy of the statement retained in **TENANT** folder. [966.4 (i)]
- c. (The LANDLORD and/or MANAGEMENT AGENT will correct any deficiencies noted on the inspection report, at no charge to **TENANT**.)

### **(b) Move-Out Inspection**

The LANDLORD and/or MANAGEMENT AGENT will inspect the unit at the time **TENANT** vacates and give **TENANT** a written statement of the charges, if any, for which **TENANT** is responsible. **TENANT** and/or representative may join in such inspection, unless **TENANT** vacates without notice to the LANDLORD and/or MANAGEMENT AGENT. [966.4 (i)]

## **XIII. Entry of Premises**

### **(a) TENANT Responsibilities**

- a. **TENANT** agrees that the duly authorized agent, employee, or contractor of the LANDLORD and/or MANAGEMENT AGENT will be permitted to enter **TENANT** dwelling during reasonable hours (**7:30 A.M. to 5:00P.M.**) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 0)(1)]
- b. When **TENANT** calls to request maintenance on the unit, the LANDLORD and/or MANAGEMENT AGENT shall attempt to provide such maintenance at a time convenient to **TENANT**. If **TENANT** is absent from the dwelling unit when the LANDLORD and/or MANAGEMENT AGENT comes to perform maintenance, **TENANT** request for maintenance shall constitute permission to enter.

### **(b) LANDLORD and/or MANAGEMENT AGENT Responsibilities**

- (1) The LANDLORD and/or MANAGEMENT AGENT shall give **TENANT** at least 12 hours notice, IF POSSIBLE, IN WRITING, that the LANDLORD and/or MANAGEMENT AGENT intend to enter the unit. [966.4 (j)(l)]

- (2) The LANDLORD and/or MANAGEMENT AGENT may enter **TENANT** dwelling unit at any time without advance notification when the LANDLORD and/or MANAGEMENT AGENT determines there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If **TENANT** and all adult members of the household are absent from the dwelling unit at the time of entry, LANDLORD and/or MANAGEMENT AGENT shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

#### **XIV. Notification Procedures**

- (a) **TENANT** Responsibility—Any notice to LANDLORD and/or MANAGEMENT AGENT must be in writing, delivered directly to the LANDLORD and/or MANAGEMENT AGENT, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(l)(ii)]
- (b) LANDLORD and/or MANAGEMENT AGENT Responsibility—Notice to **TENANT** must be in writing, delivered to **TENANT** or to any adult member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to **TENANT**. [966.4 (k)(l)(1)]
- © Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If **TENANT** is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]



## **XV. Termination of the Lease**

In terminating the Lease, the following procedures shall be adhered to the LANDLORD and/or MANAGEMENT AGENT and **TENANT**:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill **TENANT** obligations set forth in section X above, or for other good cause. [966.4 0)(2)]

### **Such serious or repeated violation of terms will include but not be limited to:**

- (1) The failure to pay rent or other payments when due; [966.4 (0)]
- (2) Repeated late payment, which shall be deemed as failure to pay the amount of rent or other charges due by the **5<sup>th</sup>** of the month. **Four (4)** such late payments within a 12 month period shall constitute repeated late payment; [966.4 (0)]
- (3) Failure to pay utility bills when **TENANT** is responsible for paying such bills directly to the supplier of utilities; [966.4 0)(2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4 ©(2)]
- (5) Failure to supply, in a timely fashion, any certification, release, information or documentation on Family income or Family composition needed to process annual reexaminations or interim re-determinations. [966.4 ©(2)]
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 n)(2)]
- (7) Any activity by **TENANT**, household member, guest, or other person under **TENANT** control including criminal activity that threatens the health, safety or right to peaceful enjoyment of the LANDLORD and/or MANAGEMENT AGENT premises by other residents or employees, or any drug-related criminal activity. [966.4 0)(2)]
- (8) Weapons or illegal drugs seized in an unit by a law enforcement officer; [966.4 0)(2)]
- (10) Any fire on the premises caused by the **TENANT**, household members or guests' actions or neglect. [966.4 0)(2)]

(b) The LANDLORD and/or MANAGEMENT AGENT shall give written notice of the proposed termination of the Lease after:

- (1) 14 days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other **TENANT** or person is threatened.
- (3) 30 days in any other case. [966.4 0)(3)(i)(A), (B) & (C)]**

**(c) Notice of Termination**

- (1) The notice of termination to **TENANT** shall state **specific** reasons for the termination, shall inform **TENANT** of his/her right to make such reply as he/she may wish, and of **TENANT** right to examine documents directly relevant to the termination or eviction. [966.4 0)(3)(ii)]
- (2) When the LANDLORD and/or MANAGEMENT AGENT is required to offer **TENANT** the opportunity for a grievance hearing, the notice shall also inform **TENANT** of the right to request such a hearing in accordance with the HOUSING ASSISTANCE ADMINISTRATOR'S Administrative Grievance Procedure. [966.4 0)(3)(ii)]
- (3) Any notice to vacate (or quit) which State or local law requires may be combined with, or run concurrently, with the notice of lease termination under this section. [966.4 0)(3)(iii)]
- (4) The Notice to Vacate must be in writing, and specify that if **TENANT** fails to quit the premises within the applicable statutory period, appropriate action will be brought against **TENANT**, and **TENANT** may be required to pay the costs of court and attorney's fees.
- (5) When the LANDLORD and/or MANAGEMENT AGENT is required to offer **TENANT** the opportunity for a hearing under the Administrative Grievance Procedure for issues concerning the lease termination, the tenancy shall not terminate even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 0)(3)(iv)]

When the LANDLORD and/or MANAGEMENT AGENT **is not** required to offer **TENANT** the opportunity for a hearing under the grievance procedure, the notice of lease termination **shall**

- a. State that **TENANT** is not entitled to a grievance hearing on the termination;
- b. Specify the judicial eviction procedure to be used by the LANDLORD and/or MANAGEMENT AGENT for eviction and state that this eviction procedure provides the opportunity for an additional hearing in a court of law that contains the basic elements of due process as defined in USDHUD regulations; and
- c. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 0)(3)(v)]

The LANDLORD and/or MANAGEMENT AGENT may evict the **TENANT** from the unit only by bringing a court action. [966.4 (1)(4)]

**TENANT** may terminate this Lease at any time by giving 30 days written notice as described in Section XV, above.

- d. In deciding to evict for criminal activity, the LANDLORD and/or MANAGEMENT AGENT shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors.
- e. The LANDLORD and/or MANAGEMENT AGENT **may** prohibit continued occupancy and/or visiting by remaining family members who engaged in prohibited activities on the premises.
- f. The LANDLORD and/or MANAGEMENT AGENT may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 0)(5)]
- g. When the LANDLORD and/or MANAGEMENT AGENT evicts a **TENANT** from a dwelling unit for criminal activity the LANDLORD and/or MANAGEMENT AGENT shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 0)(5)(ii)]

## **XVI. Waiver**

**No delay or failure by the LANDLORD and/or MANAGEMENT AGENT in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.**

## **XVII. PET POLICY (24 CFR 960)**

### **Nothing in Section XVII**

- a) limits or impairs the rights of persons with disabilities;**
- b) authorizes the OWNER and/or MANAGEMENT AGENT to limit or impair the rights of persons with disabilities;**
- c) or affects any authority that the OWNER and/or MANAGEMENT AGENT may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, state, or local law.**

### **1. COMMON HOUSEHOLD PET DEFINED**

- a. Common household pet is a domesticated animal, such as a dog, cat, or rodent that is traditionally kept in the home for pleasure rather than for commercial purposes. A reptile is not considered a common household pet.
- b. Any pet that does not meet the above definition will not be registered.
- c. Pet's weight cannot exceed 20 pounds or stand taller than 15 inches at the shoulders.
- d. Only one pet is allowed per unit.

### **2. APPROVAL AND REGISTRATION**

- a. Before the pet can be brought on the premises of any community, the owner must meet with Property Management and pay in full the required pet deposit as described in Section 3.
- b. All pets must then be registered with the Property Manager. Each pet registration must be renewed annually. The pet registration will include:
  - i. A certification signed **by a licensed veterinarian** that the pet:
    - B. received an annual rabies vaccine, distemper inoculation
    - C. is neutered.
    - D. (if it is a cat,) has been de-clawed
    - E. weight is \_\_\_\_\_lbs and height is \_\_\_\_\_inches.
  - ii. A photograph to identify the pet and to demonstrate that it is a common household pet.
  - iii. Cats and dogs must wear identification tags
  - iv. The name, address and telephone number of one or more parties who will care for the pet if the owner dies, is incapacitated or is otherwise unable to care for the pet.

The OWNER/and or MANAGEMENT AGENT reserves the right to restrict pet registration to those individuals who demonstrate habits and practices of pet ownership that comply with this policy.

3. **PET DEPOSIT**

- a. A Pet Deposit of **\$250.00** will be required.
- b. A portion of the Pet Deposit **\$100.00** will be used to pay reasonable expenses directly attributable to the presence of the pet in the community including but not limited to the cost of repair or replacement, fumigation of the dwelling unit, ETC.
- c. The remainder of the Pet Deposit **\$150.00** will be refunded NO EARLIER THAN 45 days after the tenant moves or no longer keeps the pet in the dwelling unit and **after** a thorough inspection has been completed of the premises and any necessary deductions made from the deposit for pet damages including but not limited to eradication of odor or fleas.

4. **SANITARY STANDARDS**

- a. All pet waste will be picked up and removed immediately by the pet owner and deposited in a in an **outdoor** waste disposal container.
- b. Single-family scattered site residents are required to pick up all pet waste from their yards.
- c. Indoor litter boxes must be changed twice each week and used litter deposited in the appropriate outdoor disposal. Pet waste must be removed from the litter once daily and the waste placed in the appropriate outdoor disposal.
- d. Absolutely no pet waste may be deposited indoors in a trashcan, in a trash chute, in trash rooms or in a dumpster.**
- e. **A \$25.00** charge will be assessed to pet owners each time they fail to remove waste in accordance with the Pet Policy.

5. **RESTRAINT**

- a. Pets must be restrained with a collar and leash while outside on the grounds of the community.
- b. Under no circumstances will the pet be allowed in the community center, office, laundry or other common areas of the building (except while leaving the building).

6. **RIGHTS OF NEIGHBORS**

- a. The owner shall assure that the pet does not cause any damage, discomfort, annoyance, nuisance, odor or any inconvenience to any other tenant in the

community. Failure to satisfactorily remedy any problem will result in permanent removal of the pet from the community.



## 7. CARE OF PET

- a. No pet will be left unattended for more than **ten hours** in the unit.
  - i. Violations of this rule will result in the appropriate law enforcement official being notified. In addition, this will constitute an emergency for the purpose of entering the unit and removing the pet from the premises.
  - ii. **The OWNER and/or MANAGEMENT AGENT accepts no responsibility for any pet so removed.**
- b. Pets must be treated for flea infestation periodically. If required, the owner agrees to pay for the cost of treating their apartment for flea infestation by the OWNER and/or MANAGEMENT AGENT'S pest exterminator.
- e. Pet must be housebroken.

## 8. LIABILITY

- a. The pet owner must provide proof of renter's insurance or some other type of coverage for liability in the event the pet bites or injures another party on the premises.
- b. The pet owner agrees to reimburse the OWNER and/or MANAGEMENT AGENT for any cost for repair of damages or other charges attributable to the pet that are not covered by the Pet Deposit.

## 9. PETS OWNED BY OTHERS

- a. Pets not owned by the tenant are not covered by this policy and are prohibited from the community.

## 10. IN CASE OF AN EMERGENCY

- a. In the event the health and safety of said 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, the Property Manager may contact the responsible party or parties listed in the Pet Registration. If the responsible party or parties are unwilling or unable to care for the pet, or the Property Manager is unable to contact the responsible party or parties, the Property Manager will contact the Terre Haute Humane Shelter or the local law enforcement authorities and request the removal of the pet from the premises.

## 12. PROCEDURE FOR VIOLATION OF PET RULES

**Violation of the pet policy provisions will be treated like any other Lease violation and is subject to the Administrative Grievance Procedure.**

## **XVIII. Housekeeping Standards**

In an effort to improve the livability and conditions of the apartments owned and managed by the LANDLORD and/or MANAGEMENT AGENT, uniform standards for resident housekeeping have been developed for all **TENANT** families.

### **(a) LANDLORD and/or MANAGEMENT AGENT Responsibilities**

The standards that follow will be applied fairly and uniformly to all **TENANT**. The LANDLORD and/or MANAGEMENT AGENT will inspect each unit at least annually, to determine compliance with the standards.

Upon completion of an inspection, the LANDLORD and/or MANAGEMENT AGENT will notify **TENANT** in writing if he/she fails to comply with the standards.

The LANDLORD and/or MANAGEMENT AGENT will advise **TENANT** of the specific correction(s) required to establish compliance, and indicate that training is available.

Within a reasonable period of time, the LANDLORD and/or MANAGEMENT AGENT will schedule a second inspection.

Failure of a second inspection will constitute a violation of the lease terms.

### **(b) TENANT Responsibility**

**Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

**General**

Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

Floors: should be clean, clear, dry and free of hazards.

Ceilings: should be clean and free of cobwebs.

Windows: should be clean and operable.

Shades or blinds should be intact.

Woodwork should be clean, free of dust, gouges, or scratches.

Doors: should be clean, free of grease and fingerprints.

Trash shall be disposed of properly and not left in the unit.

**Kitchen**

Dishes are to be washed immediately after use.

Stoves are to be kept clean and free of grease at all times.

Cooking utensils are to be kept clean and stored properly when not in use.

Stove: should be clean and free of food and grease.

Refrigerator: should be clean.

Freezer door should close properly and the freezer shall have no more than one inch of ice.

Cabinets should be clean and neat.

Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded.

Storage under the sink should be limited to small or lightweight items to permit access for repairs.

Heavy pots and pans should not be stored under the sink.

**Bathroom**

Toilet and tank should be clean and odor - free.

Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

Lavatory: should be clean.

Exhaust fans: should be free of dust.

Floor: should be clean and dry.

**Storage Areas**

Linen closet: should be neat and clean.

Other closets should be neat and clean. No highly flammable materials should be stored in the unit.

Other storage areas: should be clean, neat and free of hazards.

Exhaust Fan should be free of grease and dust.

Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away.

Food storage areas: should be neat and clean without spilled food.

Trash/garbage: should be stored in a covered container until removed to the disposal area.

**The following standards apply only when the area noted is for the exclusive use of TENANT:**

Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.  
Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

Steps (front and rear): should be clean, and free of hazards.

Sidewalks: should be clean and free of hazards.

Storm doors: should be clean, with glass or screens intact.

Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

Hallways: should be clean and free of hazards.

Stairwells: should be clean and uncluttered.

Laundry areas: should be clean and neat. Remove lint from dryers after use.

**PART II of the RESIDENTIAL LEASE AGREEMENT:**

THIS AGREEMENT is executed between \_HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE (herein called the “LANDLORD AND/OR MANAGEMENT AGENT”),

and \_\_\_\_\_ herein called the “**Tenant**”),

and becomes effective as of this date: \_\_\_\_\_[966.4 (a)]

**(1) UNIT:** That the LANDLORD AND/OR MANAGEMENT AGENT, relying upon the representations of **Tenant** as to **Tenant** income, household composition and housing need, leases to **Tenant**, (upon Terms and Conditions set forth in Part I of this Lease agreement)

the **dwelling unit** located

at \_\_\_\_\_ (hereinafter called the Premises) to be occupied exclusively as a private residence by **Tenant** and household.

The **Tenant UNIT NUMBER** is: \_\_\_\_\_ [966.4 (a)]

**(2) Household Composition:** The **Tenant** household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. [966.4 (a)(2)]

**ALL members of the household over age 18 shall execute the lease.**

<b>Name</b>	<b>Relationship</b>	<b>A g e</b>	<b>Social Security #</b>	<b>Birth-date</b>
<b>Head of Household</b>				
2				
3				
4				
5				

**(3) Term:** The term of this lease shall be for **one calendar year**, renewed as stipulated in Part I of the Lease.

**(4) Rent and Security Deposit:**

The TENANT SELECTS \_\_\_\_\_ FLAT RENT \_\_\_\_\_ X \_\_\_\_\_ INCOME-BASED RENT computations for Lease purposes.

**Initial Rent** (prorated for partial month) shall be \$ \_\_\_\_\_ ; **and**, if applicable,

the **Tenant** shall receive the benefit of \$\_\_\_\_. \_\_\_\_ from the Housing Assistance Administrator for Utility Reimbursement (for partial month) paid directly to the utility supplier for the period beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending at midnight on

**Thereafter**

**Monthly Rent**, in the amount of \$\_\_\_\_. \_\_\_\_, shall be payable on the first day of each month, and shall be **delinquent** after the **5<sup>th</sup>** day of said month.

A paid up Security Deposit of \$\_\_\_\_. \_\_\_\_ is required at Lease execution. At this date, the TENANT has paid \$\_\_\_\_. \_\_\_\_ and owes a balance of \$\_\_\_\_. \_\_\_\_

**(5) Utilities and Appliances: OWNER AND/OR MANAGEMENT AGENT-Supplied Utilities [966.4 (b)(1)]**

If indicated by an (X) below, THE OWNER AND/OR MANAGEMENT AGENT provides the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Other:

If indicated by an (X) below, the OWNER and/or MANAGEMENT AGENT shall provide the following appliances for the premises:

( ) Cooking Range ( ) Refrigerator ( ) Washer Dryer

**(6) Utility Allowances – Tenant Paid Utilities [913.102]**

If indicated by a (X) below, the **Housing Assistance Administrator** shall provide **Tenant** with a Utility Allowance in the monthly amount of \$\_\_\_\_. \_\_\_\_

( ) Electricity ( ) Gas ( ) Heat ( ) Water ( ) Sewerage

\*\*\*\*\*

**Execution:**

**By Tenant’s signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.**

**I/We also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.**

**TENANT:** \_\_\_\_\_

**CO-TENANT:** \_\_\_\_\_

**CO-TENANT:** \_\_\_\_\_

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**LANDLORD and/or MANAGEMENT AGENT**

**DATE**

**Must be executed prior to occupancy of an apartment or house.**

EMERGENCY MAINTENANCE TELEPHONE NUMBER Monday through Friday  
after 5:00 p.m., and weekends and holidays. 232-1381 \*400 (Leave  
detailed message)

## **EMERGENCY CONTACT DATA SHEET**

### IN CASE OF EMERGENCY

Listed below are (2) two persons who I would like the Housing Authority to contact in case of  
emergency. (At least one of these two persons should be a local resident.)  
.....

**Name** \_\_\_\_\_

Address \_\_\_\_\_

Phone:

Weekdays: \_\_\_\_\_

Evenings: \_\_\_\_\_

Weekends: \_\_\_\_\_

**Name** \_\_\_\_\_

Address \_\_\_\_\_

Phone:

Weekdays: \_\_\_\_\_

Evenings: \_\_\_\_\_

Weekends: \_\_\_\_\_

## VII. CONDITIONS FOR CONTINUED OCCUPANCY

### A. Income Re-certification.

At least once a year, THHA will re-examine the incomes of families living in its communities or who are being assisted through its rental programs pursuant to rules governing the program under which the assistance is administered.

### B. Rent Adjustments.

TTP is adjusted annually based upon the results of the annual reexamination.

### C. Utilities Allowances

At least annually, the Housing Authority shall determine whether there has been a substantial change in utility rates or other charges of general applicability that would require adjustment of the allowance for utilities and other services. If substantial changes have occurred, the allowances will be adjusted accordingly and implemented at re-certification. In any event, the chart will be reviewed on at least an annual basis and submitted to HUD.

### D. Scheduling Reexaminations

The date of reexamination is the date on which any change in rent becomes effective.

Information, however, should be gathered AT LEAST two months prior to the new effective date in order to accomplish the steps of the re-certification process prior to the new effective date.

Re-certifications will be conducted on a monthly basis with an effective date to be no longer than 12 months from the move in month.

### **E. Interim Rent Adjustments and Re-certifications**

- 1.** To assist its families in **achieving economic self-sufficiency**, THHA will perform no adjustments to TTP between re-certification periods except in those instances when there has been a decrease in income that would violate the statutory limitations pertaining to TTP.
- 2.** If, at initial admission, the tenant was unemployed and becomes employed, the subsequent increase in income will **not** be counted for **12 months from the initial date of employment. (960.255)**
- 3.** If the tenant stays employed, **50%** of the increase in income due to employment will **not** be counted for the **second 12-month period.**



4. In estimating anticipated income, the THHA WILL PROJECT income and events that will affect the determination of rent prior to the next scheduled recertification. Taking into account both what will remain the same and what will change, rent will be “averaged out” to lessen the impact of anticipated changes.
5. If it is found that Tenant has misrepresented to management the fact upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the increase in rent will be retroactive. If fraud is suspected, THHA may elect to terminate or evict the tenant and prosecute through the Court System.
6. If a Tenant does not report a decrease in income in a timely manner, the decrease in rent will be made effective the beginning of the next month after the date it was reported. It will **not** be made retroactive to the date of the decrease.
7. If a Housing Assistance recipient, in the opinion of management, deliberately attempts to alter their circumstances in order to keep their rent artificially lower than what it normally would have been under the statute, then fraud will have been determined to have been committed and rent will be computed according to paragraph (2) above. (i.e., quitting employment a short time before reexamination)

## **F. Eligibility for Continued Occupancy**

1. When income exceeds the allowable limits, the tenant will be allowed to continue to reside in the unit for no more than program regulations allow and must pay the higher amount of rent that is required by program regulations

2. Regardless of program, each tenant/participant will:

a. cooperate with obtaining needed verification of income, assets, medical expenses, etc.

b. arrange for an inspection to assure their unit passes housing quality standards and standards of cleanliness and good repair.

**c. certify his/her household is still a drug-free household.**

d. The assisted unit must be the principal place of residence.

**4. Mandatory approval is required if there is an absence extending beyond 30 days.**

5. If warranted, HA may issue a voucher or consider for public housing placement, if the family returns for occupancy for a valid verifiable reason for being absent longer than allowed (i.e. hospital or nursing home confinement).

## **G. Transfers.**

The reexamination provides the opportunity to review any changes in family size that may require a transfer to a larger or smaller dwelling.

Population in excess of the number of persons for which a project was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction.

THHA transfer policy is as follows:

1. Priority for transfer will be given to overcrowded families over families on the waiting list for admission.
2. Decisions on which overcrowded families to transfer will be made by Property Management considering lease date, length of time the family has been overcrowded, and performance of the tenant.
3. Families may be reimbursed for their out-of-pocket expenses in connection with THHA mandated transfers.
4. Thirty days written notice is required for THHA mandated moves.
5. In the case of transfers to a different project in a different school district, the transfer will be postponed until the end of the school year.
6. In extreme cases, transfers **may** be allowed for the convenience of the tenant for reasons of health, proximity to work, etc. The cost of such a move shall be borne by the tenant. Written permission from Property Management is **required**.
7. No transfers will be allowed from one project to another based solely on the desire of the tenant to move.

## **H. Portability Provisions (Section 8 Programs)**

1. Voucher holders who have resided in the Terre Haute area for at least 12 months can transfer their Section 8 participation anywhere in the United States that has a Section 8 program.

2. The transfer must be requested by the participant and pertinent information requested by the receiving jurisdiction.

3. Transfers to the Terre Haute area will follow the same rules and procedures.

## **VIII. THHA Pet Policy.**

(POLICY IS STATED IN THE DWELLING LEASE)

**HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE  
MAINTENANCE DEPARTMENT**

**MOVE OUT CHARGE POLICY**

**It shall be the responsibility of the THHA Inspector's to perform the vacancy move-out inspection. The inspection will be performed within 48 hours from the date of notification by the Property Manager.**

**The completed inspection will be forwarded to the Director of Maintenance. A work ticket will be prepared by the Director of Maintenance, which includes all necessary rehabilitation information required to put the vacancy back into occupancy – WHETHER OR NOT IT IS DUE TO TENANT NEGLIGENCE.**

**The work ticket will be issued to the appropriate maintenance sector chief.**

**Upon completion, the sector chief will submit the completed “move out charge” work ticket directly to the designated Support Service Officer. All pertinent information (quantity, description, location, part numbers, et.) MUST be included.**

**The Support Service Officer will immediately determine all charges (labor & materials) and submit to the appropriate Property Manager.**

**The time frame will NOT exceed 30 calendar days from the date received by the Maintenance Department to the date submitted to the Property Manager. Special circumstances requiring less than 30 days MUST be submitted to the Director of Maintenance.**

**All grievances by the previous tenant shall be forwarded to the Director of Maintenance.**

## PREVENTATIVE MAINTENANCE PROGRAM

- Roofs
- Furnaces & air-conditioning
- Water lines
- Water drains
- Landscaping
- Faucets
- Vehicles
- Water heaters
- Fire extinguishers
- G.F.I. breakers
- Playground equipment
- Alarm systems
- Screen doors & storm windows
- Mixing valves
- Relief valves
- Boilers
- Filter changes (every three months)
- Dryer vents
- Motors (oil, belts, et..)
- Refrigerator condensers
- Gutters & downspouts
- Sidewalks
- Electrical breakers (label breakers), wiring diagrams, grounding wire
- Crawl spaces & basements (leaks, damaged floors)
- Equipment (tractors, snowblowers, weed eaters, hand tools)
- Building foundation
- Emergency lighting
- Circulating pumps

Training courses, troubleshooting, system shut down, create list, determine who is going to do the work, system operation manuals, use universal parts, time frame to complete, qualified staff.

## VACANCY TIME-LINE

- 1). The Property Manager will forward a VACANT UNIT NOTIFICATION to the Director of Maintenance.
- 2). The Director of Maintenance will prepare a VACANCY WORK TICKET. The vacancy work ticket will be issued to the Maintenance Sector Chief.
- 3). Whenever AIR-CONDITIONING is being installed, the maintenance sector chief MUST notify the Director of Maintenance, who in turn MUST contact the Director of Property Management.
- 4). The vacant unit will be placed on the PEST CONTROL spray schedule.
- 5). The Director of Maintenance will determine if a vacant unit will be approved for MODERNIZATION. A work ticket will be prepared and issued to the maintenance sector chief.
- 6). The Terre Haute Housing Authority Inspectors will be notified IMMEDIATELY. The Inspectors will perform a move-out inspection within a 48-hour period. The completed inspection form will be forwarded to the Director of Maintenance.
- 7). All CHARGEABLE items will be entered on a VACANCY MOVE-OUT CHARGE ticket and submitted to the maintenance sector chief. A copy of the completed vacancy move-out charge ticket will be submitted to the Property Manager. The Director of Maintenance will review all VACANCY MOVE-OUT CHARGE tickets before they are submitted to the Property Manager.
- 8). When a unit has been completed, the Director of Maintenance will notify the Department of Property Management and the Director of Admissions.

## TRASH PICK UP POLICY

Trash and large items **must** be placed out on the curbside, or designated locations, **AFTER** 6:00 p.m., on the day **before** trash pick up. Do not put trash out before then. Household trash must be bagged, tied and place in the proper trash container.

**Tenants will be charged** whenever they -

\* Have not returned their trash containers to their required locations, by 8:30 a.m. on the day **AFTER** trash pick up, and the maintenance department returns the trash containers.

\* Do not place their trash out for pick up service and the maintenance department must remove the trash.

Maintenance charges will be a minimum of Twenty Dollars (\$20.00) per employee.

## **FIRE EXTINGUISHER POLICY**

The maintenance, servicing, and recharging of fire extinguishers shall be performed by TRAINED PERSONS having available the appropriate servicing manuals, the proper tools, recharging materials, and factory recommended replacement parts.

The Terre Haute Housing Authority Maintenance Department is responsible for the non-rechargeable fire extinguishers. They will be inspected and replaced, if necessary, during the vacancy rehab, preventative maintenance inspection and when performing routine work orders.

The Terre Haute Housing Authority Maintenance Department will inspect the rechargeable and non-chargeable fire extinguishers no less than every 30 days. We will make arrangements to have a licensed dealer perform the necessary recharging and repairs for all chargeable units.

Admiral Fire protection Service will conduct a yearly re-test and recharge of all rechargeable fire extinguishers.

## **LAWN CARE POLICY**

**A list of vacant scattered sites will be provided every Monday. Sector chiefs are responsible for checking and maintaining these yards.**

**Safety equipment (shoes, long pants, goggles, gloves, et...) MUST be worn at all times.**

**Employees are responsible for servicing and cleaning the lawn care equipment. Broken equipment must be reported to the sector chief immediately for repair.**

**Do not provide lawn care to an occupied unit. At times, units may be occupied before they are removed from the lawn care list. Whenever a unit appears to be occupied, call the maintenance office for verification. If the unit has been recently occupied and it requires cutting - cut the yard and DO NOT charge the tenant.**

**Occupied units, NOT on the lawn care list, can be cut by the Maintenance Department at a charge (\$20.00 per hour/per employee). Report all cases IMMEDIATELY to the Director of Maintenance BEFORE you cut the yard. I will contact the appropriate Property Manager. They will give the tenant a written notice. In addition, leave an "Action Notice" card telling them to cut their yard within a 48-hour period or we will cut it at a charge. I will inform you when the time has expired. Perform a follow-up inspection - cut and charge or inform me if the tenant has cut their yard.**

**In addition to cutting the grass, you are required to pick up the trash and debris, trim the bushes and sweep the sidewalks/driveways.**

**Sector chiefs are responsible for the continual upkeep of all assigned scattered sites.**

**If you have questions concerning this matter, contact me at the maintenance office or at extension 338.**



## **PREVENTATIVE MAINTENANCE PROCEDURE**

Beginning June, 1997, the maintenance inspector's will begin the yearly recertifications and Preventative Maintenance Inspections. You will NOT receive a P.M. work ticket. Instead, you will receive a work ticket for infractions discovered during the Recertification Inspection.

Attached to the work ticket will be a copy of the Inspector's letter and sometimes a pink copy of the inspection form. Return these forms with the completed work ticket. This is a HUD requirement.

When completing the work order, it is REQUIRED that EACH ticket have a signature, date, time period and what action was taken.

When we receive the recertification letter, we will schedule a P.M. inspection six months from the recertification inspection date. This inspection will be conducted by the maintenance staff.

In summary, the maintenance department will have Two (2) P.M. Inspections every year. One will be performed by the maintenance inspector's during recertification and another will be performed six months later by the maintenance staff.

If you have any questions or need clarification concerning the matter, please let me know.

## **PEST CONTROL POLICY**

The following procedures have been implemented in order to assist in the prevention and removal of roaches:

- 1). PCA will perform a semi-monthly pest control spray (1st and 3rd Thursdays of each month) for OCCUPIED and VACANT UNITS. Tenants can request to have their unit sprayed by calling their respective Property Manager.**
- 2). The Director of Maintenance will place ALL VACATED UNITS on the pest control schedule.**
- 3). OCCUPIED UNITS can be placed on the pest control schedule at any time. Employees are encouraged to report ALL infested units to the Property Manager whenever performing works orders or preventative maintenance. Tenants will be notified and sprayed at the next scheduled date.**
- 4). Request that the ENTIRE BUILDING be sprayed. We have discovered that if a particular unit is EXTREMELY infested, the adjoining units will experience roach problems. Contact the Director of Maintenance or the Property Manager.**

**PCA will spray, at any time, the HEAVILY infested units. Contact the Director of Maintenance or the Property Manager.**

**Property Management WILL NOT accept completed vacancies that are infested with roaches. Consequently, we need to treat for roaches immediately and as often as necessary.**

**Each and every employee has a responsibility in reporting units that are infested with roaches. Hopefully, through a team effort, we can reduce the roach problem.**

## VACANCY PROCEDURES

Sector chiefs are requested to do the following:

- 1). Plan ahead.
- 2). Always be prepared for the unexpected.
- 3). Know what in the HELL is going on.
- 4). When you see a problem - FIX IT.
- 5). Stay motivated at all times.

Target dates will be established and enforced, by the sector chief, for each vacant unit.

More than one vacancy crew will be used per sector, whenever possible. Every member of the sector, including sector chiefs, will participate in vacancy rehab. Vacancies will be the number one priority.

Employees will be transferred whenever necessary. They will be moved for whatever length of time is needed to rehab a unit(s). The Director of Maintenance will assume total responsibility for staff movement.

Whenever a lengthy delay seems possible, I will instruct sector chiefs to paint the unit. Rehab crews will paint vacancies that require a minimal amount of painting. In certain situations, vacancies can be painted and rehabilitated at the same time. Sector chiefs will review each vacancy and determine a target date for completion. Units can be submitted to the painting contractor with a PROJECTED painting date. This will help in the planning and scheduling process.

Sector chiefs **MUST** plan ahead. As soon as the vacancy work order has been received, a thorough inspection **MUST** be performed to determine what materials and supplies will be required. Employees will not spend wasted time going after materials or waiting for them.

If rehabilitation has started **PRIOR** to the vacancy inspection, prepare a list of **CHARGEABLE** expenses and submit directly to the Director of Maintenance.

## **TOOL POLICY**

**Every employee is accountable for the tools assigned to them. However, sector chiefs are responsible for the overall accountability of tools within their crew.**

**The following procedures, regarding tools, will be strictly enforced at all times:**

- ✓ Employees MUST contact their immediate supervisor whenever a tool is MISSING. The supervisor MUST complete a "Tool Incident Report" and submit it immediately to the maintenance office.**
- ✓ If a tool is BROKEN, the employee MUST immediately contact their supervisor. The supervisor MUST complete a "Tool Incident report" and submit it to the maintenance office. The tool will be removed from the inventory or replaced if the warranty is still active.**
- ✓ The immediate supervisor will make the decision to REPLACE broken or missing tools. The Support Service Officer in charge of inventory MUST order all tools. The tool will be assigned a stock number and description.**
- ✓ Employees will be financially responsible for replacing all UNREPORTED tools that are missing or broken.**
- ✓ Equipment and tools that are assigned to the maintenance building (1112 Locust Street) MUST be signed in and signed out.**

## **SNOW REMOVAL POLICY**

The Snow Removal Policy for the THHA Maintenance Department is very simple - **BE PREPARED & REMOVE IT.**

Sector Chiefs are responsible for having a "Plan of Action".

1). Snow removal equipment must be serviced and ready for use (snow throwers, tractors, snow shovels, et.).

2). Every maintenance employee will have the proper clothing (gloves, coats, hats, et.).

3). Snow removal products, such as Ice Melt, will be stocked and ready for use.

Sector Chiefs will inspect the sidewalks and driveways, at their respective sites, to confirm they have been properly cleared of snow and ice.

All maintenance employees are required to report, after hours and weekends, in the event inclement weather occurs. The Sector Chief will establish a reporting procedure, in advance.

**HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE  
P.O. BOX 3086  
TERRE HAUTE, IN 47803**

**MAINTENANCE PLAN**

**MASTER METERED GAS OPERATION**

Reviewed: 1/15/01

By: Tim Buddle

Director of Maintenance

The Housing Authority of the City of Terre Haute plans to maintain and operate its facilities in accordance with applicable Federal and State Safety Codes and Regulations and in accordance with accepted gas industry safety practices.

**LEAK SURVEYS**

The gas distribution system shall be surveyed regularly for indication of leaks and abnormal conditions that may affect the safety of personnel or property. Particular attention shall be given to high traffic areas and construction area where external pressure, settlement or movement could affect or damage the distribution system.

Types and Frequency of Surveys:

Type: Residential  
Type of Survey: Leak Test & Visual Inspection  
Intervals: Once a Year

Additional surveys or patrols shall be scheduled, whenever necessary, to assure the safety of personnel and normal operation of the distribution system.

All reported leaks must be investigated promptly.

**REPAIRS AND REMEDIAL MEASURES**

All leaks or other defects shall be repaired immediately. Whenever permanent repairs cannot be made at once, temporary measures shall be taken to protect personnel and property from injury or damage.

All repairs shall be made in such a manner as to promote the greatest safety for the public and shall equal or exceed the requirements as required by the Public Service Commission and Federal Department of Transportation regulations.

All repaired leaks must be rechecked within a 30 to 60 day period to determine if gas is still present. In the event gas is detectable, additional action must be taken to correct the problem.

**CATHODIC PROTECTION**

All buried metallic piping shall have cathodic protection in areas of active corrosion.

- 1). All coated metallic pipe shall be insulated at the meter and where it enters the building wall.
- 2). All coated metallic pipe shall have magnesium anode attached to bring the p/s measurement to  $-.85v$  or more negative.
- 3). Bare metallic piping shall be hot spot protected at areas of active corrosion. Areas of active corrosion shall be determined by electrical survey or if impractical by other means. The areas where corrosion leaks develop are considered active corrosion areas.

All buried metallic pipe under cathodic protection shall be surveyed once each year at intervals not to exceed fifteen (15) months.

- 1). P/S readings shall be taken at pre-determined points and the readings recorded.
- 2). Bare pipe that is hot spot protected shall be re-evaluated every three (3) years.
- 3). Above ground piping shall be examined for atmospheric corrosion at intervals not to exceed three (3) years.

All deficiencies discovered during the cathodic protection survey shall be corrected promptly.

- 1). If a corrosion leak develops on cathodically protected pipe, the entire system shall be resurveyed and additional anodes added, if necessary, to bring the p/s of the buried pipe to -.85 volts.
- 2). Corrosion leaks on bare steel shall have magnesium anodes attached to the pipe at the corrosion area.
- 3). Whenever the buried pipe is exposed for any reason, the condition of the pipe or coating shall be recorded and anodes added if necessary.

## **VALVES**

All valves necessary for the safe operation of the gas system shall be listed. These valves shall be inspected at intervals not exceeding twelve (12) months. Report all deficiencies immediately.

## **RECORDS**

The following records shall be maintained by the Housing Authority of the City of Terre Haute:

- 1). Leakage Control Surveys
- 2). Reported Leaks
- 3). Leak Repair Records
- 4). Cathodic Protection Tests
- 5). Evaluation of Bare Pipe
- 6). Visual Inspection Records
- 7). Maps and/or records of Buried Pipe
- 8). Valve Inspection Records

## **REPORTS**

The Annual State Report must be reviewed and submitted every year. A copy will be prepared and forwarded, by no later than March 1<sup>st</sup> to :

Pipeline Safety Division  
Indiana Utility Regulatory Commission  
302 West Washington Street  
Suite E306  
Indianapolis, IN 46204

As required by the Pipeline Safety Division, report all serious accidents, explosions or fires involving gas lines.

# **TERRE HAUTE HOUSING AUTHORITY**

## **GAS EMERGENCY PLAN**

Revision: 1/15/01  
Approved: Tim Buddle,  
Director of Maintenance

### INTRODUCTION

It is the purpose of the Gas Emergency Plan to outline procedures whereby situations of an emergency nature can be alleviated promptly and gas services can be restored in an orderly manner.

### EMERGENCY COORDINATORS

Sector Chiefs at the Dreiser Square, Lockport, Margaret Avenue and Garfield Towers communities are delegated as the Emergency Coordinators and will be responsible for the safety and protection of persons and property. Sector Chiefs will be in complete charge of the operation, determine what procedures will be used, delegate responsibility to other employees and instruct them in their assigned duties. Sector Chiefs will be familiar with the proper turn-off and turn-on procedures of the gas systems at each required community and personnel to contact.

### ACTION

Upon receiving an Emergency Gas call, the Sector Chief shall evaluate the situation and determine what action to take. The following procedure will be followed in all gas emergency situations:

- 1). Turn OFF main gas valve and secure the area.
- 2). Notify Indiana Gas Company (1-800-777-2060).
- 3). Notify local police and fire department (911).
- 4). Contact the Director of Maintenance\* (232-1381, ext. 338) Work  
(877-6279) Home

\* The Director of Maintenance will be responsible for contacting all other agencies, including, but not limited to:

- 1). Vigo County Civil Defense (462-3217, 232-8730).
- 2). United Utilities Construction Company (1-217-932-5215).
- 3). Indiana Utility Regulatory Commission (Pipeline Safety Division),  
(1-317-232-2718) or (1-317-232-2754)

NOTE: EMERGENCY OVERTIME PERSONNEL will be responsible for:

- 1). Turning OFF the main gas valve and securing the area.
- 2). Notifying the Indiana Gas Company (1-800-777-2060).
- 3). Contacting the Emergency Coordinator (sector chief).

After conditions are no longer urgent, sector chiefs will arrange to turn-on gas services that have been cut off during the emergency situation.



## EMERGENCY VALVE LOCATIONS

**DREISER SQUARE:** Eastside of First Street (between Farrington and Cruft Streets).

**LOCKPORT:** Fenced area in the alley just West of the Community Center.

**MARGARET AVENUE:** 2996 Jackson (Corner of Jackson Street and Margaret Avenue).

**GARFIELD TOWERS:** South Wing of Building (Next to maintenance shop overhead doors).

## EMERGENCY CONTACT LIST

### PERSONNEL

POSITION PHONE	NAME		ADDRESS
Gas Emergency Sector Chief	Steve Hamilton	Dreiser Square	232-1381, ext. 301 466-3129 (home)
Gas Emergency Sector Chief	Bill Locke	Margaret Avenue	232-1381, ext. 344 466-9228 (home)
Gas Emergency Sector Chief	Norman Balder	Lockport	232-1381, ext.340 299-1686 (home)
Gas Emergency Sector Chief	Don King	Garfield Towers	232-1381, ext. 332 234-7144 (home)
Gas Supplier	Proliance Energy		1+317+ 231-6548
Contractor/ Consultant	United Utilities Construction Co. 1101 North Drive Casey, IL 62420		1-217-932-5215 (24 hour service)
Director of Maintenance	Tim Buddle	1112 Locust Street	232-1381, ext. 338 877-6279 (home)
Pipeline Safety Division	AnnMarie Robertson	302 W. Washington Suite E306 Indianapolis, IN	1-317-232-2754 (work) 1-317-232-6758 (fax)

### AGENCIES

NAME	ADDRESS	EMERGENCY	BUSINESS
Police Department	17 Harding Avenue	911	238-1661
Fire Department & Ambulance	Terre Haute	911	466-1421
Sheriff	Vigo County	232-3801 232-3802	462-3226
State Police	Terre Haute Post	299-1151	299-1153
Civil Defense	934 S. 4th Street		462-3217

## **X. ADMINISTRATIVE GRIEVANCE PROCEDURE REQUIREMENTS**

The following “Grievance Procedure” shall be applicable to all individual grievances involving THHA, the tenant, or the owner/landlord.

The grievance procedure shall **NOT** be applicable to disputes between people who are not residents of the Housing Authority or participants in THHA programs.

The Grievance Hearing is **NOT** intended to be a forum for initiating or negotiating policy changes between a group or groups of tenants and the THHA Board of Commissioners.

**FURTHER, THE GRIEVANCE PROCEDURE WILL NOT BE APPLICABLE TO LEASE VIOLATIONS INVOLVING THE FAILURE TO PAY RENT.**

### **Requirements**

**All participants shall be afforded the opportunity for a hearing or grievance.**

A “Grievance” shall mean any dispute which a tenant or landlord may have with respect to action or failure to act in accordance with their lease, Housing Assistance Payment Contract or THHA regulations which adversely affects their rights, duties, welfare, or status.

### **Procedures**

#### **1. INFORMAL SETTLEMENT**

Any grievance may be personally presented either orally or in writing, to the management office of the project in which the complainant resides or to THHA so that the grievance may be discussed informally and settled without a hearing.

A summary of such discussion shall be prepared by the HA Representative within a reasonable time and one copy shall be given to the complainant and one retained in the THHA tenant file.

The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

#### **2. FORMAL SETTLEMENT**

The complainant must submit a written request for a hearing to THHA within ten days of the adverse action stating:

- a. The reason for the grievance;

- b. The action or relief sought.

Failure to request a hearing in accordance with the policy shall make THHA determination in regard to the complainant final.

**Terminations cannot be in effect until this notice has expired.**

All grievances **MUST** be personally presented either orally or in writing as an informal grievance prior to requesting a formal grievance hearing.

Upon compliance of Paragraphs 1 and 2 of this section, a hearing shall be scheduled by the Hearing Officer on the next regularly scheduled hearing date at a time and place reasonably convenient to both the complainant and THHA.

A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate THHA official.

**Hearing Format**

The hearing will be conducted by the Hearing Officer.

The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

- a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents (at ten cents per copy), records and regulations of THHA that are relevant to the hearing.

Likewise, THHA is to have the same opportunity to copy documentation and records to be used by the complainant. (Any document not made available after request may not be relied on at the hearing.

- b. The right to be represented by counsel or one other person chosen as his or her representative;
- c. The hearing will be private;
- d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by property management and to confront and cross-examine all witnesses on whose testimony or information property management relies; and
- e. The decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding. This includes cases where a hearing has already been held and staff decision upheld.

If the complainant or the appropriate THHA official fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing or may make a determination that the party has waived his right to a hearing.

Both complainant and the THHA official shall be notified of the determination hearing shall not constitute a waiver of any right the complainant may have to due process in a court of law.

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

The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer shall require all participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the THHA official may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

### **Decision of the Hearing Officer**

1. A written decision shall be prepared stating the reasons for the decision within 72 hours after the hearing. The complainant and the THHA official shall receive a copy of the decision. A copy shall be retained in the tenant file.
2. The decision of the Hearing Officer SHALL BE BINDING on all parties.

### **Review by Board of Commissioners**

**Review by the Board of Commissioners is **NOT** a formal part of the tenant/landlord grievance procedure.**

### **THHA Evictions**

If a tenant has requested a hearing on a complaint involving a THHA notice of termination of the tenancy and the Hearing Officer upholds THHA action to terminate the tenancy, THHA shall not commence an eviction action in a State or local court until it has served a Notice to Vacate on the tenant, and in no event shall the Notice to Vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the complainant.

This Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises within applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

## X. **PROCUREMENT POLICY**

**Whereas** and pursuant to 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments: Procurement, the Board of Commissioners of the Housing Authority of the City of Terre Haute adopt the following methods and procedures concerning procurement for the Authority:

- I. Any procurement action or event not specifically detailed herein shall automatically comply with the standards set forth in 24 CFR 85.36 (a copy of which is attached to and a part of this policy)
- II. It is understood and accepted that 24 CFR 85.36 is applicable to any procurement funded under:
  - A) 24 CFR 941 - Public Housing Development Program
  - B) 24 CFR 968 - Comprehensive Improvement Assistance Program
  - C) 24 CFR 990 - Annual Contributions for Operating Subsidies for Public Housing Projects
- III. It is understood and accepted that 24 CFR 85.36 supercedes any procurement regulation in effect, unless specifically so excepted and referenced by statute or reference:

**Whereas**, the Board of Commissioners of the Housing Authority of the City of Terre Haute specifically adopt the following methods and procedures concerning procurement for the Housing Authority:

- I. Purchases and contracts, not to exceed \$25,000, shall be made by Contracting Officer or his designee, in the open market, after such inquiry as he deems necessary to insure that the price obtained is the most advantageous to the Housing Authority;
- II. Bids shall be solicited orally, by telephone, or in writing from, if possible, at least three suppliers;
- III. Bids shall be tabulated and kept on file for the purposes of reference, monitoring, and compliance;
- IV. Purchases and contracts, in excess of \$25,000, shall be:
  - A) Advertised for bid in at least one newspaper of general circulation OR
  - B) Advertised for bid in circular letters to all available dealers; OR
  - C) Advertised for bid by a combination of such methods in A) and B) AND
  - D) Awarded solely by formal resolution of the Board of Commissioners.

## **Minority Business Enterprises**

WHEREAS and pursuant to the provisions of its Procurement Policy, as approved now and amended hereinafter, and in compliance with the dictates of Executive Order 12423, the Board of Commissioners of the Housing Authority of the City of Terre Haute hereby amends its Procurement Policy to incorporate the following:

.....

It shall be the practice of the Housing Authority of the City of Terre Haute to promote, encourage, and actively do business with entities that are properly categorized as “Minority Business Enterprises” according to applicable statute.

This practice shall not be subject to specific numerical goal but shall be subject to review and specific written approval by the Contracting Officer on;

- 1) All contracts and purchases in excess of \$25,000.00 and
- 2) By exception, all contracts and purchases less than \$25,000

This practice shall be effective immediately and responsibility for its implementation and compliance is hereby vested in the Executive Director.

Non-competitive procurement (i.e. solicitation of a bid from only one source) shall be allowed when the award of a contract is infeasible under the aforementioned procedures AND one of the following circumstances applies:

- A) The item is available from only one source;
- B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- C) The awarding agency authorizes non-competitive proposals;
- D) After solicitation of a number of sources, competition is determined inadequate (a cost analysis will be required).

The Contracting Officer for the Housing Authority of the City of Terre Haute shall be the Executive Director or his designee.



## **RESIDENT INITIATIVES POLICY**

**WHEREAS** and pursuant to any and all previous resolutions passed by the Board of Commissioners of the Housing Authority of the City of Terre Haute the following shall constitute the official position and policy concerning participation and involvement of residents in the day-to-day affairs of the Authority:

- 1) Resident input on any issue, if constructive and provided in the proper forum and manner, shall actively be encouraged and solicited.
- 2) Resident business opportunities, if constructive, shall be actively supported and nurtured.
- 3) Resident employment shall be actively encouraged to the maximum extent feasible within the resources of the Authority and to the maximum extent possible from resources outside the Authority.

**NOWHEREFORE** the aforementioned is established as formal policy from this day forward and management personnel are advised to incorporate such into their daily business activities.

**XI. CAPITALIZATION POLICY**

**WHEREAS** and pursuant to the requirements of Part II, Sections 309 thru 312 of the Authority’s Annual Contributions Contract, it is necessary to capitalize property for financial control purposes, the following criteria are adopted by the Board of Commissioners of the Terre Haute Housing Authority:

**Definitions and Classes of Real and Personal Property**

- A. Real Property comprises all land and buildings and all fixtures permanently attached thereto or installed in a fixed position, such as water heaters: all heating equipment, except space heaters not connected to ducts or pipes for the distribution of heat; water, gas, and electric meters; fixed cabinets, shelving, and other built-in facilities; such as spray pools; fences and garbage stations; and other similar appurtenances.

(All real property shall be capitalized)

- B. Personal Property comprises all materials and supplies, equipment, and fixtures which are not attached to the land or buildings and are not installed in a fixed position, such as ranges, refrigerators, screens, window shades, moveable kitchen cabinets and tables, office equipment, maintenance equipment, individual space heaters not connected to ducts or pipes for the distribution of heat, and playground equipment, benches, clothes poles, and flag poles not permanently installed in a fixed position.

**NOTE:** For capitalization purposes, personal property is treated in three general classes of items as follows:

- 1) Materials and Supplies are defined as items of property which can be used only once,(fuel, cleaning supplies etc) and
  - a) are spent in use, such as brooms, brushes etc.;
  - b) lose their identity or become an integral part of other property when put to use, such as nails, lumber, cement, repair parts, etc..
  - c) include tools and equipment having a useful life of one year or less.

**All materials and supplies having a value of less than per unit of measure shall not be capitalized**

**\$300.00**

## **XII.**

### **DISPOSITION POLICY**

WHEREAS and pursuant to the requirement of Part II, Sections 308 thru 312 of the Authority's Annual Contribution Contract, it shall become necessary to dispose of any real property theretofore acquired in connection with the development and/or operation of any project the following shall constitute the official disposition criteria and procedure of the Terre Haute Housing Authority and is so adopted by the Board of Commissioners:

- a. Real and personal property definitions shall remain the same as defined in the capitalization policy;
- b. Real and personal property deemed necessary to be disposed of, with an original value to or greater than **\$300.00**, shall be identified and described before the Board of Commissioners, in writing at their regular monthly meeting. Said identification and description shall be as complete and accurate as possible and at a minimum shall contain the following information:
  - i. Description of item and location
  - ii. Year or Date of Purchase
  - iii. Serial / Product ID number
  - iv. Original purchase price (except for Land, in which case, the Fair Market Value will be stated)
  - v. Reason for the disposition
- c. Subsequent to formal Board Resolution approving disposition, the Executive Director shall ensure that the Authority obtains the most advantageous remuneration possible from the disposition property and so record said remuneration, if any, on the Authority's Books of Account and Record pursuant to applicable procedures.
- d. The Executive Director may establish any and all internal procedures necessary to comply with the intent of the previous paragraphs of this policy, but in no event may any Real or Personal property be disposed of without formal Board approval.

# Public Housing Drug Elimination Program Plan

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

## HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE

**P.O. BOX 3086                      ONE DREISER SQUARE**  
**TERRE HAUTE, INDIANA                      47803-0086**  
**812-232-1381/X329                      812-234-4164(FAX)**

**Annual PHDEP Plan Table of Contents:**

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

**Section 1: General Information/History**

- A. Amount of PHDEP Grant \$** 213,506
- B. Eligibility type (Indicate with an "x")**                      N1 \_\_\_\_\_ N2 \_\_\_\_\_ R X \_\_\_\_\_
- C. FFY in which funding is requested** 2001
- D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The Authority will establish a community policing presence using off-duty officers at the sites where drug activity is most prevalent.

**E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
LOCKPORT ROAD	100	300
MARGARET AVENUE	144	400
MCMILLAN SQUARE	26	70

**F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

**6 Months** \_\_\_\_\_      **12 Months** \_\_\_\_\_      **18 Months** X      **24 Months** \_\_\_\_\_      **Other** \_\_\_\_\_

## G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995					
FY 1996					
FY 1997					
<b>FY1999</b>	<b>191,788</b>	<b>IN36DEP0210199</b>	<b>0</b>		<b>06/30/2001</b>
<b>FY 2000</b>	<b>199,883</b>	<b>IN36DEP0210100</b>	<b>0</b>		<b>06/30/2001</b>

## Section 2: PHDEP Plan Goals and Budget

### A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

### B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

<b>FY 2001 PHDEP Budget Summary</b>	
<b>Budget Line Item</b>	<b>Total Funding</b>
9110 - Reimbursement of Law Enforcement	<b>40,000</b>
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	<b>173,506</b>
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
<b>TOTAL PHDEP FUNDING</b>	<b>213,506</b>

### C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

<b>9110 - Reimbursement of Law Enforcement</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.COMMUNITY POLICE			10/01	4/30/2003	40,000		PAYROLL
2.							
3.							

<b>9120 - Security Personnel</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

<b>9130 - Employment of Investigators</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

<b>9140 - Voluntary Tenant Patrol</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							

Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.43THRU57 FOULKES			10/01	4/30/2003	173,506	CGP	NEW ADMISSIONS
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

<b>9190 - Other Program Costs</b>					<b>Total PHDEP Funds: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

**Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	12/31	10,000	6/30	40,000
9120				
9130				
9140				
9150				
9160	12/31	40,000	6/30	173,506
9170				
9180				
9190				
<b>TOTAL</b>		\$		\$



**Section 4: Certifications**

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

**SEE ATTACHMENT A**

**PHA Plan  
Agency Identification**

**PHA Name: TERRE HAUTE**

**PHA Number: IN021**

**PHA Fiscal Year Beginning: (10/2001)**

**Public Access to Information**

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

**Main administrative office of the PHA**

PHA development management offices

PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

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

**Main administrative office of the PHA**

PHA development management offices

PHA local offices

Main administrative office of the local government

Main administrative office of the County government

Main administrative office of the State government

Public library

PHA website

Other (list below)

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

**Main business office of the PHA**

PHA development management offices

Other (list below)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2001 - 2005**  
[24 CFR Part 903.5]

**A. Mission**

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

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

**X The PHA mission is to provide decent, safe, sanitary and affordable housing to persons or families of low-income who cannot achieve such without assistance from the public sector.**

**B. Goals**

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

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

**X PHA Goal: Expand the supply of assisted housing**  
**Objectives:**

**X Apply for additional rental vouchers:**

**X Reduce public housing vacancies:**

- Leverage private or other public funds to create additional housing opportunities:  
 Acquire or build units or developments  
 Other (list below)

**X PHA Goal: Improve the quality of assisted housing**  
**Objectives:**

- Improve public housing management: (PHAS score)

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

**X Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)**

**X Renovate or modernize public housing units:**

Demolish or dispose of obsolete public housing:

Provide replacement public housing:

Provide replacement vouchers:

Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

Provide voucher mobility counseling:

Conduct outreach efforts to potential voucher landlords

Increase voucher payment standards

Implement voucher homeownership program:

Implement public housing or other homeownership programs:

Implement public housing site-based waiting lists:

Convert public housing to vouchers:

Other: (list below)

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

**X PHA Goal: Provide an improved living environment**

Objectives:

Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

**X Implement public housing security improvements:**

Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

Other: (list below)

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

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

Objectives:

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

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

**X PHA Goal: Ensure equal opportunity and affirmatively further fair housing**

Objectives:

- X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:**
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- X Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:**
- Other: (list below)

**Other PHA Goals and Objectives: (list below)**



**Annual PHA Plan**  
**PHA Fiscal Year 2001**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

**X Standard Plan**

**Streamlined Plan:**

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

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

**NO EXECUTIVE SUMMARY WAS DEEMED NECESSARY.**

## **Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

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

### **Table of Contents**

Page #

#### **Annual Plan**

- i. Executive Summary
- ii. Table of Contents
  1. Housing Needs
  2. Financial Resources
  3. Policies on Eligibility, Selection and Admissions
  4. Rent Determination Policies
  5. Operations and Management Policies
  6. Grievance Procedures
  7. Capital Improvement Needs
  8. Demolition and Disposition
  9. Designation of Housing
  10. Conversions of Public Housing
  11. Homeownership
  12. Community Service Programs
  13. Crime and Safety
  14. Pets (Inactive for January 1 PHAs)
  15. Civil Rights Certifications (included with PHA Plan Certifications)
  16. Audit
  17. Asset Management
  18. Other Information

#### **Attachments**

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

Required Attachments:

- Admissions Policy for De-concentration**
- FY 2000 Capital Fund Program Annual Statement**
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart**
- FY 2000 Capital Fund Program 5 Year Action Plan**
- Public Housing Drug Elimination Program (PHDEP) Plan**
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)**



Other (List below, providing each attachment name)

**Supporting Documents Available for Review**

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

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
<b>X</b>	Schedule of flat rents offered at each public housing development <b>X check here if included in the public housing A &amp; O Policy</b>	Annual Plan: Rent Determination
<b>X</b>	Section 8 rent determination (payment standard) policies <b>X check here if included in Section 8 Administrative Plan</b>	Annual Plan: Rent Determination
<b>X</b>	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
<b>X</b>	Public housing grievance procedures <b>X check here if included in the public housing A &amp; O Policy</b>	Annual Plan: Grievance Procedures
<b>X</b>	Section 8 informal review and hearing procedures <b>X check here if included in Section 8 Administrative Plan</b>	Annual Plan: Grievance Procedures
<b>X</b>	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
<b>X</b>	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
<b>X</b>	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other	Annual Plan: Community

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	resident services grant) grant program reports	Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
<b>X</b>	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1

to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	2562	5	4	3	1	1	1
Income >30% but <=50% of AMI	1882	5	4	3	1	1	1
Income >50% but <80% of AMI	1482	5	4	3	1	1	1
Elderly	1424	5	5	3	1	1	1
Families with Disabilities	n/a						
<b>WHITENONHI SPANIC</b>	5106	5	4	3	1	1	1
<b>BLACKNONHI SPANIC</b>	652	5	4	3	1	1	1
<b>HISPANIC</b>	25	5	4	3	1	1	1
Race/Ethnicity							

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset**
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information)

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

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

<b>Housing Needs of Families on the Waiting List</b>			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input checked="" type="checkbox"/> <b>Combined Section 8 and Public Housing</b>			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total			<b>25%</b>
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			<b>25%</b>
2 BR			<b>25%</b>
3 BR			<b>25%</b>

Housing Needs of Families on the Waiting List			
4 BR			<b>25%</b>
5 BR			
5+ BR			
<p>Is the waiting list closed (select one)? <b>X Yes</b></p> <p>If yes:</p> <p>How long has it been closed (# of months)? <b>12</b></p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <b>X No</b></p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <b>X No</b></p>			

### C. Strategy for Addressing Needs

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

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

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

Select all that apply

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

- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies**
- Other (list below)

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

Select all that apply

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

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

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

Select all that apply

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

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

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

Select all that apply

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

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- Seek designation of public housing for the elderly

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

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

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

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs**

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

Select if applicable

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

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

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

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



**(2) Reasons for Selecting Strategies**

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

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

**Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

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

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	1,700,000	
b) Public Housing Capital Fund	1,612,740	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,500,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	213,506	
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>	1,400,000	
<b>4. Other income (list below)</b>		
<b>4. Non-federal sources (list below)</b>		
<b>IMPACT PROGRAM</b>	400,000	
<b>Total resources</b>	7,826,246	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **SEE ATTACHMENT A**

#### **A. Public Housing**

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

##### **(1) Eligibility**

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

When families are within a certain number of being offered a unit: (state number)

**X** **When families are within a certain time of being offered a unit: (state time)**

Other: (describe)

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

**X** **Criminal or Drug-related activity**

**X** **Rental history**

**X** **Housekeeping**

Other (describe)

c. **X** **Yes** Does the PHA request criminal records from local law enforcement agencies for screening purposes?

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

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

##### **(2)Waiting List Organization**

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

**X** **Community-wide list**

Sub-jurisdictional lists

Site-based waiting lists

Other (describe)

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

**X** **PHA main administrative office**

PHA development site management office

Other (list below)

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

1. How many site-based waiting lists will the PHA operate in the coming year? **0**

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

If yes, how many lists?

3.  Yes  No: May families be on more than one list simultaneously?

If yes, how many lists?

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

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

**(3) Assignment**

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

**One**

Two

Three or More

**b.X Yes** : Is this policy consistent across all waiting list types?

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

**(4) Admissions Preferences**

a. Income targeting:

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

b. Transfer policies:

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

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

Preferences

1.  **Yes** Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

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

## 1 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

## 2 Victims of domestic violence

Substandard housing  
Homelessness  
High rent burden

Other preferences (select all that apply)

## 2 X Working families and those unable to work because of age or disability

- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction

## 2 X Those enrolled currently in educational, training, or upward mobility programs

- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

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

## (5) Occupancy

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

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

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

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

**(6) De-concentration and Income Mixing**

**a.X No:** Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

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

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

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

Other (list policies and developments targeted below)

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

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

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

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

**X Not applicable: results of analysis did not indicate a need for such efforts**

List (any applicable) developments below:

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

**X Not applicable: results of analysis did not indicate a need for such efforts**

List (any applicable) developments below:



## B. Section 8

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

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

### 1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

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

Criminal and drug-related activity, more extensively than required by law or regulation

More general screening than criminal and drug-related activity (list factors below)

Other (list below)

b. **X Yes :** Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. **X No:** Does the PHA request criminal records from State law enforcement agencies for screening purposes?

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

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

**Criminal or drug-related activity**

Other (describe below)

### (2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

None

**Federal public housing**

Federal moderate rehabilitation

Federal project-based certificate program

Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

**PHA main administrative office**

Other (list below)

**(3) Search Time**

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

If yes, state circumstances below:

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

**1. X Yes** : Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

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

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

**X Victims of domestic violence**

Substandard housing

Homelessness

High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

**X Working families and those unable to work because of age or disability**

Veterans and veterans' families

Residents who live and/or work in your jurisdiction

Those enrolled currently in educational, training, or upward mobility programs

Households that contribute to meeting income goals (broad range of incomes)

Households that contribute to meeting income requirements (targeting)

- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

**1 Date and Time**

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

**2 Victims of domestic violence**

Substandard housing

Homelessness

High rent burden

Other preferences (select all that apply)

**2 Working families and those unable to work because of age or disability**

Veterans and veterans’ families

Residents who live and/or work in your jurisdiction

**2 Those enrolled currently in educational, training, or upward mobility programs**

Households that contribute to meeting income goals (broad range of incomes)

Households that contribute to meeting income requirements (targeting)

Those previously enrolled in educational, training, or upward mobility programs

Victims of reprisals or hate crimes

Other preference(s) (list below)

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

**X Date and time of application**

Drawing (lottery) or other random choice technique

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

**This preference has previously been reviewed and approved by HUD**

The PHA requests approval for this preference through this PHA Plan

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

The PHA applies preferences within income tiers

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

**(5) Special Purpose Section 8 Assistance Programs**

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

**The Section 8 Administrative Plan**

Briefing sessions and written materials

Other (list below)

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

**Through published notices**

Other (list below)

#### **4. PHA Rent Determination Policies**

**SEE ATTACHMENT A**

[24 CFR Part 903.7 9 (d)]

#### **A. Public Housing**

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

##### **(1) Income Based Rent Policies**

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

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

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

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

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

**X For the earned income of a previously unemployed household member**

**X For increases in earned income**

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

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

**X For household heads**

**X For other family members**

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

**X Yes for all developments**

Yes but only for some developments

No

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

**X For all developments**

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

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

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

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase**
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \_\_\_\_\_
- Other (list below)

**g. X No:** Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

**(2) Flat Rents**

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing**
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood**
- Other (list/describe below)

## B. Section 8 Tenant-Based Assistance

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

### (1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

At or above 90% but below 100% of FMR  
100% of FMR

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

Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?  
(select all that apply)

FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

The PHA has chosen to serve additional families by lowering the payment standard

Reflects market or submarket

Other (list below)

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

**FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area**

**Reflects market or submarket**

**To increase housing options for families**

Other (list below)

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

**Annually**

Other (list below)

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

**Success rates of assisted families**

Rent burdens of assisted families

Other (list below)



**(2) Minimum Rent**

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

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

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

**5. Operations and Management SEE ATTACHMENT A**

[24 CFR Part 903.7 9 (e)]

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

**A. PHA Management Structure**

Describe the PHA’s management structure and organization.

(select one)

**X An organization chart showing the PHA’s management structure and organization is attached.**

A brief description of the management structure and organization of the PHA follows:

**B. HUD Programs Under PHA Management**

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

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	867	25%
Section 8 Vouchers	732	25%
Section 8 Certificates	25	
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		

Other Federal Programs(list individually)		

**C. Management and Maintenance Policies**

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

- (1) Public Housing Maintenance and Management: (list below)**  
**Located in the Administrative Plan**
- (2) Section 8 Management: (list below)**  
**Located in the Administrative Plan**

**(SEE ATTACHMENT )**

**PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

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

**A. Public Housing**

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

If yes, list additions to federal requirements below:

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

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

**B. Section 8 Tenant-Based Assistance**

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

If yes, list additions to federal requirements below:

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

**X PHA main administrative office**

Other (list below)

**7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

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

**A. Capital Fund Activities**

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

**(1) Capital Fund Program Annual Statement**

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

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

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



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: TERRE HAUTE, INDIANA		Grant Type and Number CFP-IN36P021 Capital Fund Program Grant No: <b>50101</b> Replacement Housing Factor Grant No:		Federal FY of Grant: 2001	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	150,000			
4	1410 Administration	28,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	450,000			
10	1460 Dwelling Structures	547,741			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	387,000			
13	1475 Nondwelling Equipment	50,000			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,612,741			
22	Amount of line 21 Related to LBP Activities				

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

PHA Name: TERRE HAUTE, INDIANA	Grant Type and Number CFP-IN36P021 Capital Fund Program Grant No: <b>50101</b> Replacement Housing Factor Grant No:	Federal FY of Grant: 2001
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**Original Annual Statement**  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: HOUSING AUTHORITY OF THE CITY OF TERRE HAUTE, INDIANA		Grant Type and Number CFPIN36P021 Capital Fund Program Grant No: 50101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
ALL	BUILDING/UNIT REHABILITATION	1460		547,741		547,741		
003/004A	ELECTRICAL UPGRADE	1450		325,000		325,000		COMPLETE
003/004A/005A	SITE IMPROVEMENT	1450		125,000		125,000		COMPLETE
ALL	NON-DWELLING STRUCTURES	1470		387,000		387,000		75%
ALL	MANAGEMENT IMPROVEMENTS	1408		150,000		150,000		COMPLETE
ALL	ADMINISTRATION	1410		28,000		28,000		COMPLETE

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

PHA Name: <b>TERRE HAUTE, IN</b>		Grant Type and Number <b>CFP IN36P021</b> Capital Fund Program No: <b>50101</b> Replacement Housing Factor No:				Federal FY of Grant: <b>2001</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>ALL</b>	<b>09/30/01</b>		<b>09/30/01</b>	<b>12/31/01</b>			



### Capital Fund Program Five-Year Action Plan

#### Part I: Summary

PHA Name <b>TERRE HAUTE, INDIANA</b>		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2002 PHA FY: 2002	Work Statement for Year 3 FFY Grant: 2003 PHA FY: 2003	Work Statement for Year 4 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 5 FFY Grant: 2005 PHA FY: 2005
<b>ALL</b>	<b>Annual Statement</b>	<b>1,400,000</b>	<b>1,400,000</b>	<b>1,400,000</b>	<b>1,400,000</b>
<b>ALL</b>		<b>212,741</b>	<b>212,741</b>	<b>212,741</b>	<b>212,741</b>
<b>CFP Funds Listed for 5-year planning</b>		<b>1,612,741</b>	<b>1,612,741</b>	<b>1,612,741</b>	<b>1,612,741</b>
Replacement Housing Factor Funds					

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

Activities for Year 1	Activities for Year : <u>2002</u> FFY Grant: 2002 PHA FY: 2002			Activities for Year: <u>2003</u> FFY Grant: 2003 PHA FY: 2003		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	<i>003/004A</i>	<i>ELECTRIC UPGRADE</i>	325,000	<i>003/004A</i>	<i>ELECTRIC UPGRADE</i>	325,000
	<i>ALL</i>	<i>BUILDING/UNIT REHABILITATION</i>	1,287,741	<i>ALL</i>	<i>BUILDING/UNIT REHABILITATION</i>	1,287,741
<b>Total CFP Estimated Cost</b>			<b>\$1,612,741</b>			<b>\$1,612,741</b>

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

Activities for Year : <u>2004</u> FFY Grant: 2004 PHA FY: 2004			Activities for Year: 2005 FFY Grant: 2005 PHA FY: 2005		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<i>003/004A</i>	<i>ELECTRIC UPGRADE</i>	<b>325,000</b>	<i>003/004A</i>	<i>ELECTRIC UPGRADE</i>	<b>325,000</b>
<b>ALL</b>	<i>BUILDING/UNIT UPGRADE</i>	<b>1,287,741</b>	<b>ALL</b>	<i>BUILDING/UNIT UPGRADE</i>	<b>1,287,741</b>
<b>Total CFP Estimated Cost</b>		<b>\$1,612,741</b>			<b>\$1,612,741</b>

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

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

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

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

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

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

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

## **Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

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

### 2. Activity Description

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

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

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

[24 CFR Part 903.7 9 (i)]

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

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

**2. Activity Description**

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

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

## Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

#### 2. Activity Description

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

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

(date submitted or approved: )

Units addressed in a pending or approved HOPE VI Revitalization Plan

(date submitted or approved: )

Requirements no longer applicable: vacancy rates are less than 10 percent

Requirements no longer applicable: site now has less than 300 units

Other: (describe below)

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

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



## **11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

### **A. Public Housing**

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

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

#### 2. Activity Description

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

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected:	
6. Coverage of action: (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

Yes  No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?  
If yes, list criteria below:

### **PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

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

#### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

**X Yes** Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

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

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

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

**B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

**X Yes** Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description	Estimated	Allocation	Access	Eligibility

(including location, if appropriate)	Size	Method (waiting list/random selection/specific criteria/other)	(development office / PHA main office / other provider name)	(public housing or section 8 participants or both)
<b>FSS</b>	<b>100</b>	<b>OTHER</b>	<b>FSS OFFICE</b>	<b>BOTH</b>

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

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

**C. Welfare Benefit Reductions**

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

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

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

**THHA is an administering agency for the State of Indiana TANF program. As such, all active residents that qualify for TANF are subject to its community service requirements, which are the same as those required by QWHRA.**

**Residents subject to those requirements will self-monitor their obligations and present management fulfillment documentation at annual re-certification. Non-compliance will result in a one-time workout agreement that will be structured according to each family's particular situation.**

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

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

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

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

**High incidence of violent and/or drug-related crime in some or all of the PHA's developments**

High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments

Residents fearful for their safety and/or the safety of their children

**Observed lower-level crime, vandalism and/or graffiti**

People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime

Other (describe below)

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

Safety and security survey of residents

**Analysis of crime statistics over time for crimes committed “in and around” public housing authority**

Analysis of cost trends over time for repair of vandalism and removal of graffiti

**Resident reports**

**PHA employee reports**

**Police reports**

**Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs**

Other (describe below)

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

**LOCKPORT ROAD MARGARET AVENUE  
MCMILLAN SQUARE**

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

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

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

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

**LOCKPORT ROAD MARGARET AVENUE  
MCMILLAN SQUARE**

**C. Coordination between PHA and the police**

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

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

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

#### **D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

**X Yes** Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

**X Yes** : Has the PHA included the PHDEP Plan for FY 2001 in this PHA Plan?

**X Yes** : This PHDEP Plan is an Attachment.

**(IN021b01.DOC)**

#### **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

**SEE ATTACHMENT A**

#### **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

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

#### **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

**1. X Yes** Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)

**2. X Yes** Was the most recent fiscal audit submitted to HUD?

**3. X No:** Were there any findings as the result of that audit?

**4. X No:** If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? \_\_\_\_\_

**5. X No:** Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

#### **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

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

**1. X No:** Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?



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

**Not applicable**

- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)

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

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

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

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

- Attached at Attachment (File name)
- Provided below:

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

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

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

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

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

### 3. Description of Resident Election Process

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

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

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

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

### C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here) CITY OF TERRE HAUTE
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

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

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

**D. Other Information Required by HUD**

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

**Attachments**

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

**ATTACHMENT A**

**IN021a01 ADMINISTRATIVE PLAN**

**ATTACHMENT B**

**IN021b01**

**FY2001 PHDEP**

**Optional Public Housing Asset Management Table**

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

<b>Public Housing Asset Management</b>								
<b>Development Identification</b>		<b>Activity Description</b>						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>
		<b><i>NOT APPLICABLE</i></b>						



June 28, 2001

USDHUD  
Indiana State Office  
Public Housing Division  
151 North Delaware  
Indianapolis, IN 47803-0086

RE: 2001 Annual Plan 2001-2005 5-Year Plan

Dear Sir or Madam,

This letter shall confirm that the Resident Advisory Board has reviewed the subject Plans, discussed them with the management of the Authority and that the enclosed Plan submissions contain all of the agreed upon input from the Resident Advisory Board.

Members:

**DOROTHY ASHTON**

**THERESA PRINCE**

**CAROL HARBOUR**

**MARY LOU CURTIS**

**SANDRA BEALMEAR**



## PHA Certifications of Compliance with the PHA Plans and Related Regulations

### Board Resolution 2001-13

*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 Plan and Annual Plan for PHA fiscal year beginning **October 1, 2001**, 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 Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. 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.



9. 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.
10. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the “Plan Requirements” and “Grantee Performance Requirements” as specified in 24 CFR 761.21 and 761.23 respectively and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:
  - ??Baseline law enforcement services for public housing developments assisted under the PHDEP plan;*
  - ??Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);*
  - ??Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;*
  - ??Coordination with other law enforcement efforts;*
  - ??Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds);*
  - and*
  - ??All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.*
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. . The PHA will take appropriate affirmative action to award contracts to minority and women’s business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. . The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. . The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. . The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).

20. .The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments 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.

**Housing Authority of the City of Terre Haute**

**IN021**

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PHA Name PHA Number

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**YVONNE AVARY**

**Chairman of the Board**

**Date**