



TODD ROKITA
ATTORNEY GENERAL

Title: Prepared Written Testimony of Chase Haller, Deputy Attorney General & Section Chief, Homeowner Protection Unit

Organization: Office of the Indiana Attorney General

Hearing Details: Before the Subcommittee on Oversight and Investigations, Committee on Financial Services, U.S. House of Representatives

Date: February 10, 2026

Thank you, Chairman and members of the Subcommittee. My name is Chase Haller, and I serve as Deputy Attorney General and Section Chief of the Homeowner Protection Unit in the Office of Indiana Attorney General Todd Rokita, a former member of your body. I appreciate the opportunity to testify today regarding the critical need for enhanced federal oversight of public housing agencies, drawing from our agency's experiences with public housing agencies and other subsidized housing providers.

My home state of Indiana has approximately 6.5 million residents. As of 2023, about 146,000 of those residents lived in federally subsidized housing, representing about 2.1% of the state's population. Residents in subsidized housing are some of our state's most vulnerable. As a state government agency tasked with protecting consumers, the Indiana Attorney General has taken action repeatedly against the Indianapolis Housing Agency and other subsidized housing providers who have neglected their tenants. My Section includes a dedicated staff of five in an agency that employs 400 public servants. Under the leadership of Attorney General Rokita and over the last five years, our Section has been aggressively enforcing our state's housing laws, including within government subsidized housing. Our investigations and enforcement actions have uncovered systemic problems ranging from sham nonprofit owners, owners abandoning failing housing projects, and issues unique to public housing programs such as HUD inspection standards and deferred maintenance involving public housing agencies.

One of the most striking examples of these systemic failures is the Indianapolis Housing Agency. As Indianapolis' public housing authority, IHA administers significant federal funds from HUD to provide affordable housing for low-income,

elderly, and disabled residents through programs like Section 8 vouchers and other subsidized housing programs. Yet, over the past several years, IHA has exemplified how inadequate oversight can lead to financial chaos, tenant neglect, increased crime, safety concerns, and lasting harm to the community.

At Richard G. Lugar Tower in Indianapolis, a 17-story building serving elderly and disabled individuals, residents have faced years of neglect. Lugar Tower underwent a Rental Assistance Demonstration project conversion in 2011. Despite what was then touted as a landmark \$30 million dollar public-private partnership, Lugar Tower tenants have since suffered years of substandard and dangerous living conditions despite the building being located in one of the fastest growing and thriving areas of downtown Indianapolis.

In early 2023, news reports revealed Lugar Tower faced hot water and elevator outages along with serious security lapses. Tenants filed 59 complaints with our office over a matter of a few months. Our investigation found widespread deferred maintenance, trespassers in vacant units, and stairwells being used as toilets by unauthorized visitors who intimidated residents.

In response, our office has fought these abuses through enforcement actions. In August of 2023, our office secured an Assurance of Voluntary Compliance with the Indianapolis Housing Authority for Lugar Tower, which required licensed management, security, and inspections. Attorney General Rokita personally visited with residents at Lugar Tower in December of 2023 to speak with them about their frustrations. While we saw substantial progress during the two-year compliance period, IHA defaulted on their court-required commitments by the summer of 2025. Funding shortfalls led to both the management company and security vendor walking away from the project due to nonpayment. The situation regressed and the building quickly returned to chaos and disorder in the summer of 2025, resulting in our office seeking to renew and amend the obligations of the owner. While we have seen some progress and stabilization at the property since that time and continue to have productive conversations with current IHA leadership, we remain deeply concerned about the viability of Lugar Tower as a low-income housing project. Our office has devoted significant resources to this matter, which diverts resources from other issues and concerns facing our constituents.

IHA recently sold several troubled properties, which may have some positive financial impact on the organization. However, it is too early to tell what impact, if any, that will have on the habitability and quality of life of the tenants at Lugar Tower or IHA's remaining properties.

Another IHA case we investigated was similarly alarming. Our office initiated an investigation following complaints of raccoons inhabiting attics and other spaces at multiple IHA properties in the Concorde Eagle Creek neighborhood in 2023. The

complaints stated that the raccoon infestation began and was reported to IHA as early as 2020. When we investigated, residents complained of raccoons in their walls and attics, including one incident where a raccoon appears to have been poisoned and died and was trapped in the walls of the home. Months went by without IHA extracting its remains. **Exhibit 1** is a letter our office sent to IHA detailing their deficient response to these tenant complaints.

Additionally, recent reporting has alleged alarming cases where Section 8 voucher holders were rendered homeless following disputes between property owners and IHA after ownership changes. These tenants, despite holding valid vouchers, were displaced with little warning and through no fault of their own. These stories underscore how administrative breakdowns and poor oversight can directly translate into catastrophic outcomes for vulnerable families who rely on these programs for stability.

The federal and local takeover of IHA in April 2024, replacing IHA's board with a HUD-appointed commissioner and initiating a forensic audit, was a necessary step. But our office has come to understand that these structural problems have been so pronounced and so enduring at IHA, that the people who are there now and dedicated to fixing them have an incredibly difficult task ahead of them.

Our office has since learned that the Rental Assistance Demonstration – or RAD - conversion at Lugar Tower appears to have had severe and lasting consequences for the tenants. Because Lugar Tower is a RAD-converted property, our understanding is that IHA cannot use its general HUD funding for maintenance or operational expenses at the property. Funding shortfalls at Lugar Tower have therefore made proper maintenance and repairs nearly impossible. In contrast, just down the street at John J. Barton Tower, which can utilize generalized HUD funding, IHA is more capable in its responses to maintenance and security concerns. While RAD was intended to preserve affordable housing, in this example it has resulted in disparities in tenant treatment between properties serving similarly disadvantaged populations.

Our office has devoted significant resources to the oversight of a single public housing complex in Indianapolis. While progress has been made, we continue to see issues and have serious concerns about IHA and other public housing agencies who may have similar challenges. To prevent similar breakdowns nationwide, I urge this subcommittee to consider the following:

- First, stronger HUD auditing requirements, including annual financial reviews for high-risk agencies and penalties for misspending, such as fund clawbacks.
- Second, consider performance-based funding metrics, tying allocations to metrics like voucher utilization rates, inspection scores, and tenant complaint resolutions.

- Third, an audit of the RAD program, addressing disparities in tenant treatment, unit habitability, and ongoing funding viability concerns.
- Finally, more robust and verifiable inspection standards, incorporating mold and moisture protocols under NSPIRE, to hold landlords accountable, ensuring federal funds support safe housing, not neglect.

Chairman, members: Hoosiers deserve safe, dignified housing and the Indiana Attorney General's Office will continue to work towards ensuring that happens in our state. I appreciate again the opportunity to offer testimony today. Thank you.

Appendix I – News Articles

Date	Event/Description	Source/Link
June 2, 2022	As Indy housing agency faces financial crisis, residents suffer the brunt of its neglect, including bedbug infestations, broken elevators, and unresponsive leadership.	Indianapolis Star Article
June 13, 2022	Indy Organization and Church Leaders Call on More Transparency by the Indianapolis Housing Agency (IHA) in Serving its Tenants and Consumers, demanding action on emergency housing crisis.	Fair Housing Center of Central Indiana - 2022 News
June 14, 2022	Elderly, disabled, housing agency tenants have no AC during heat wave; residents demand city action on broken air conditioning in IHA properties.	Indianapolis Star Article
July 20, 2023	AG sends letter to IHA demanding remedies for raccoon infestations at Concord Eagle Creek Homes, citing health risks and unresponsive management.	Exhibit 1
August 8, 2023	AG enters Assurance of Voluntary Compliance (AVC) with IHA for Lugar Tower, addressing neglect including hot water outages, elevator failures, security issues, and unclean common areas.	Exhibit 2
November 15, 2023	New lawsuit filed against IHA and property management at Lugar Tower over unsafe conditions, including filth, violence, and break-ins.	WRTV Article
November 15, 2023	Resident sues Lugar Towers over security withdrawal, 2000 police calls, and feces in stairwells.	Fox 59 Article
November 17, 2023	Lugar Tower resident files new complaint alleging unsafe living conditions.	The Indiana Lawyer Article
February 1, 2024	AG announces settlement with three Indianapolis apartment complexes over housing neglect issues.	Fox 59 Article

April 10, 2024	City and HUD take over management of troubled IHA due to mismanagement and poor housing conditions.	IBJ Article
April 10, 2024	HUD and City of Indianapolis partner to take possession of IHA.	HUD Archives
April 12, 2024	Federal and local takeover of IHA announced due to dysfunction.	Indianapolis Recorder Article
November 14, 2024	AG files lawsuit against Hubbard Gardens Apartments over repeated sewage floods, mold, rodents, and code violations.	Events.in.gov
November 14, 2024	State sues Hubbard Gardens over raw sewage and health violations.	IndyStar Article
November 22, 2024	Broken Housing: How Indy's public housing agency fuels a crisis, detailing mismanagement leading to evictions and homelessness.	WISH-TV Article
November 25, 2024	IHA failed renters it was supposed to protect, covering two decades of mismanagement.	Mirror Indy Article
January 21, 2025	IHA taps Yvonda Bean as CEO amid ongoing mismanagement issues.	Mirror Indy Article
February 14, 2025	Indiana Ave senior residents tell IHA they feel unsafe due to security failures.	Mirror Indy Article
February 20, 2025	Hoosiers waiting months to hear back from IHA flock to walk-in sessions over delays.	Mirror Indy Article
March 5, 2025	IHA new CEO shares vision for troubled agency, referencing mold and evictions.	WTHR Article
March 19, 2025	Woman sues IHA claiming disability discrimination and failure to issue vouchers.	WISH-TV Article
March 27, 2025	Homeless Indy residents will lose access to emergency HUD and IHA vouchers.	Mirror Indy Article
March 28, 2025	Homeless Indy residents lose access to emergency vouchers due to mismanagement.	WFYI Article
April 1, 2025	Indy health department dropped Hubbard Gardens cases, conditions remain poor.	Mirror Indy Article
May 13, 2025	New IHA CEO plans to fix troubled office amid financial mismanagement.	IndyStar Article

June 19, 2025	Indy public housing residents sue IHA over security.	Fox 59 Article
June 20, 2025	Residents sue Indy housing agency, landlord over crime and security concerns.	IndyStar Article
July 14, 2025	Residents sue IHA and property owner over safety concerns at Lugar Tower.	WFYI Article
August 2025	AG reopens Lugar Tower case after IHA violates compliance agreement.	WFYI Article
September 18, 2025	Citizens Energy Group sues IHA for over \$200k in unpaid utilities.	WFYI Article
September 19, 2025	Citizens Energy Group sues IHA, claims over \$200k utility payments owed.	Mirror Indy Article
September 22, 2025	Citizens Energy Group sues IHA for unpaid utility invoices.	IndyStar Article
September 26, 2025	Lugar Tower residents await relief amid ongoing litigation with IHA over safety and sanitation.	WFYI Article
September 30, 2025	Residents concerned about safety at Lugar Tower public housing.	WTHR Article
October 1, 2025	Families may be terminated from IHA program due to funding shortfalls.	Mirror Indy Article
October 22, 2025	1st Amendment to AVC for Lugar Tower, substituting Lugar LP, extending compliance, adding inspections and residents' council.	Exhibit 3
November 18, 2025	AG files lawsuit against Lake Castleton Apartments over uninhabitable conditions, ignored health codes, and systemic failures.	Events.in.gov Article
November 19, 2025	Lugar Tower residents 5 months into another IHA lawsuit over security removal.	Mirror Indy Article
January 6, 2026	Indy public housing deteriorates with shootings, murders, fires, and abandoned units.	Fox 59 Article
January 6, 2026	Woman says downtown Indy shooting at Lugar Tower is part of longstanding problems.	WTHR Article
January 14, 2026	Indianapolis housing properties set for sale face numerous maintenance issues.	Fox 59 Article

January 15, 2026	After 2 shootings and a fire, IHA leader says 'we're doing what we can'.	WFYI Article
January 30, 2026	AG opens investigation into Karl King Riverbend Tower apartments for habitability issues.	Ink Free News Article

OFFICE OF THE ATTORNEY GENERAL
STATE OF INDIANA



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INDIANAPOLIS, IN 46204-2770

TODD ROKITA
ATTORNEY GENERAL

July 20, 2023

Indianapolis Housing Agency
Executive Director Marcia Lewis
1935 N. Meridian St.
Indianapolis, IN 46202

Via email: MLewis@indyhousing.org

Re: 2023-0648029: Charla Tunstill vs. Concord Eagle Creek Homes

Director Lewis:

The Homeowner Protection Unit ("HPU") is currently investigating the plight of several tenants of Concord Eagle Creek Homes. Specifically, there are at least three tenants who have raccoons invading their homes.

On June 5, 2023, HPU went on a site inspection of three properties: 335 N. Exeter Avenue (home of Charla Tunstill), 315 N. Exeter (home of Winda Bailey), and 330 N. Berwick Avenue (home of Ann Bell). Each of these homes showed various signs of raccoon infestation, including the smell of dead, rotting raccoons in the walls at 335 N. Exeter Ave. Each of the houses had missing soffit where raccoons are accessing the attics of the houses. Tenants conveyed that they have requested that the issues with the raccoons be addressed by IHA, but there has been inadequate action to remedy the situation by IHA for nearly three years.

Raccoons are the primary host of *Baylisascaris procyonis*, a roundworm that is harmful to people. Roundworm eggs are passed in the feces of infected raccoons, and people become infected by ingesting eggs. These eggs can become airborne when dry. Further, rotting carcasses are a breeding ground for other dangerous microbes which can spread and be inhaled by tenants, posing a dangerous threat to their health.

We recognize that you can do, and should only have to do, what is reasonable to ensure the quiet enjoyment of the tenants. However, here the raccoon infestation

threatens the health of the tenants and has been ongoing for an unreasonable period of time following notice to your agency.

We request that you send the appropriate contractors to remedy the situation at these houses **on or before August 21, 2023**, and provide us an update of when the necessary work has been completed.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy Weber", written in a cursive style.

Timothy Weber
Assistant Section Chief
Homeowner Protection Unit
Office of the Indiana Attorney General

EXHIBIT 2

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR/CIRCUIT COURT

MISCELLANEOUS DOCKET NUMBER _____

IN RE: INDIANAPOLIS HOUSING
AGENCY

Respondent.

ASSURANCE OF VOLUNTARY
COMPLIANCE

The State of Indiana, by Deputy Attorneys General Timothy Weber and Chase M. Haller, and the Respondent, the Indianapolis Housing Agency ("IHA"), enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7. In support thereof, the parties to this Assurance state as follows:

1. The State of Indiana initiated an investigation of certain acts and practices of IHA related to its management of the Richard G. Lugar Tower (the "Lugar Tower Apartments") as a result of at least forty (40) consumer complaints filed with the Office of the Indiana Attorney General Consumer Protection Division.

2. The State of Indiana alleges that IHA violated the Indiana Home Loan Practices Act, Ind. Code § 24-9, *et. seq.*, and the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5, *et. seq.*, in its transactions with Indiana consumers. Specifically, the State of Indiana alleges that IHA engaged in a pattern of violating Ind. Code 32-31-8, *et. seq.*, and the covenant of quiet enjoyment of the tenants of Lugar Tower Apartments by:

- a. Failing to provide consistent hot water service to tenants for intermittent periods between June 2022 and February 2023;

- b. Failing to provide reliable and consistently working elevators between June 2022 and January 2023;
 - c. Failing to reasonably secure common areas and the front entrance, leading to regular reports of criminal activity and loitering at the complex; and
 - d. Failing to promptly remove human excrement from the stair wells and otherwise maintain adequate cleanliness of common areas.
3. IHA denies the State's allegations.
4. This Assurance does not constitute, and shall not be considered, an admission by IHA of a deceptive act for any purpose or as to any violation of Indiana's Home Loan Practices Act, Ind. Code § 24-9, *et. seq.*, or Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5, *et. seq.*, nor shall it be construed as an abandonment by the Attorney General of his position that the IHA violated the above referenced statutes.
5. This Assurance cannot be used against IHA as evidence of or in any proceeding relating to Lugar Tower Apartments except as provided in Paragraphs 22 and 29 of this Assurance.
6. The State of Indiana and IHA agree to the following additional facts:
- a. On December 1, 2022, IHA hired Bradley Company ("Bradley")¹ to act as the property management company for Lugar Tower Apartments. Prior to this, IHA had managed Lugar Tower Apartments on its own.

¹ Bradley Company is a licensed property management company holding broker branch license BO92000004 and broker company license LC10300115.

- b. From February 1-3, 2023, IHA, through Bradley, installed two water heaters. Since this date, there has been no significant interruption to hot water service.
- c. On January 23, 2023, IHA, through Bradley, had all elevators fully repaired. Since this date, there has been no significant interruption to elevator service.
- d. By December 15, 2022, IHA, through Bradley, had the front sliding door repaired. Since that date, there has been no significant issue with the front door.
- e. In December of 2022, IHA had Bradley's day-to-day staff clean the common areas. From May 16-18, 2023, Bradley hired RAM-3 to power-wash and deep clean the stairwells. Since this date, IHA, by Bradley, has purchased an electric pressure washer and has its own maintenance staff conducting periodic deep cleaning of the stairwells and other common areas.
- f. In January of 2023, IHA, by Bradley, placed a security guard in the Lugar Tower Apartments lobby for the hours of 8:00 AM to 5:00 PM.
- g. Between January 1 and January 15, 2023, IHA, by Bradley, conducted a full building sweep of Lugar Tower to ensure only tenants were occupying units in the building and to catalog tenant complaints.

- h. On May 9, 2023, IHA, by Bradley, changed the security company's hours in the Lugar Tower Apartments lobby to 4:00 PM to 4:00 AM.
- i. On May 25, 2023, IHA, by Bradley, changed the security company's hours to 24-hour coverage on a temporary basis.
- j. In June 2023, IHA inquired with the Mayor's office regarding Flock Safety camera access for Bradley, and IHA and Bradley are continuing to investigate whether Flock's systems will be sufficient and reasonable for the property.

7. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

8. Matters addressed in this Assurance may be reopened in the future for further proceedings in the public interest, at the Attorney General's discretion and otherwise in accordance with Ind. Code § 24-5-0.5-7(b)

I. PARTIES

9. The Attorney General is authorized to enter into and file this Assurance with the Marion County Superior Court pursuant to Indiana Code § 24-5-0.5-7.

10. The Respondent, IHA, is a federally-funded government housing agency that provides low-income families, seniors and families with disabilities access to affordable housing.

11. The Lugar Tower Apartments is a seventeen (17) story apartment complex containing 250 one-bedroom apartments. It is located at 901 Fort Wayne Avenue in Indianapolis, Indiana 46202.

II. AGREEMENT

12. The terms of this Assurance apply to and are binding upon IHA, its employees, agents, representatives, successors, and assigns.

A. RESOLUTION OF CONSUMER COMPLAINTS

13. Provided that IHA fully complies with the Compliance Monitoring in this Assurance, the Attorney General shall close all pending investigations known to the Attorney General against IHA as of the date that this Assurance is fully executed by both parties and shall release any and all civil claims for which it may be otherwise entitled to bring against IHA in connection with the investigation of the Lugar Tower Apartments. This release shall not be construed to limit the ability of the Attorney General to investigate or prosecute claims that accrue after the date of this Assurance, nor shall it limit the ability of the Attorney General to investigate complaints related to other IHA properties.

14. Any subsequent consumer complaints filed against IHA or its successors and assigns shall be subject to the requirements of Section B. below related to ongoing Compliance Monitoring.

B. COMPLIANCE MONITORING

15. **Jurisdiction and Compliance Period.** IHA explicitly agrees to subject itself to the jurisdiction of this Court for a period of two years from the date

of this Assurance (the "Compliance Period") in order to ensure compliance with the terms of the Assurance.

16. **Cooperation.** IHA shall fully cooperate with the Office of the Attorney General in attempting to resolve any future written consumer complaints against IHA relating to the Lugar Tower Apartments received by the Office of the Attorney General during the Compliance Period. IHA appoints its Chief Operating Officer, Greg Stocking, as its single point of contact during the compliance period. IHA may change this single point of contact from time to time by written notice to counsel for the Office of the Indiana Attorney General.

17. **Responses to Consumer Complaints.** Following the full execution of this Assurance, each consumer complaint that is opened regarding the Lugar Tower Apartments, in the discretion of the Attorney General, shall require a formal written response by IHA within twenty (20) calendar days of their receipt of the associated consumer complaint. This response may be delivered by electronic mail to counsel for the Office of the Attorney General. For good cause shown, IHA shall be entitled to request in writing an extension to respond to the consumer complaint of an additional (15) calendar days. The Attorney General will not unreasonably withhold its consent to an extension provided the matter at issue is not an emergency wherein a delay could adversely affect the health and well-being of a complainant tenant.

18. **Access to Property.** IHA agrees to allow reasonable access to the Lugar Tower property upon at least 72 (seventy-two) hour written notice from staff

of the INOAG for the purpose of conducting follow-up inspections or interviews of Lugar Tower residents to ensure that conditions at the property have reasonably improved as a result of this Assurance.

19. **Compliance Reports.** During the Compliance Period and on or before September 1, 2023, IHA shall submit by electronic mail a quarterly written report (hereafter "Compliance Report") to counsel for the Office of the Indiana Attorney General containing at least the following information:

- a. a list of all open consumer complaints filed with the Indiana Attorney General and against IHA as a Respondent relating to the Lugar Tower Apartments containing, at a minimum: the investigation number, complainant(s) property address, whether the property is currently occupied, the status of IHA's response to the complaint, and any direct actions taken by IHA to resolve the consumer's complaint. An initial list of consumer complaints will be provided to counsel for IHA within five (5) days of the filing of this Assurance;
- b. a list of all open Department of Health complaints filed related to the Lugar Tower Apartments containing, at a minimum, the complaint number, complainant(s) property address, the status of IHA's response to the complaint, and any direct actions taken by IHA to resolve the department of health complaint;
- c. a list of all maintenance requests received for the Lugar Tower Apartments by IHA or its property management company containing,

the request number or identifier, requester(s) property address, and the status of IHA's response to the request; and

- d. a narrative description of any and all capital improvements or repairs made to the Lugar Tower Apartments during the reporting period which would be reasonably construed to have an impact on the tenants' quiet enjoyment of their leased property.

20. The Compliance Reports submitted to counsel for the Office of the Indiana Attorney General are not confidential investigative records and may be freely shared with the public.

21. **Reporting Schedule.** The Compliance Reports shall be due on the following schedule and will be subject to a ten (10) day grace period for delivery to counsel listed in ¶17:

Report Trigger Date:	Report Delivery Due:
September 1, 2023	September 11, 2023
December 1, 2023	December 11, 2023
March 1, 2024	March 11, 2024
June 1, 2024	June 11, 2024
September 1, 2024	September 11, 2024
December 1, 2024	December 11, 2024
March 1, 2025	March 11, 2025
June 1, 2025	June 11, 2025

22. **Disputes Related to this Assurance.** Should a dispute arise between the Office of the Indiana Attorney General and IHA following the execution of this Assurance related to IHA's resolution of any subsequently filed consumer complaints, the Office of the Attorney General may either: a.) file an independent action in Marion County pursuant to its authority under Ind. Code Title 24, *et. al.* and *may* seek to consolidate that Cause to this same Court for the disposition of those claims.

C. ADDITIONAL PROVISIONS

23. IHA agrees that, through Bradley, it must manage the Lugar Tower Apartments in a manner that complies with Ind. Code § 32-31-8-5, *et. seq.* and that also complies with Ch. 10 of the Marion County Health and Housing code, including but not limited to, the following:

- a) Continuous operation of the building's heating and cooling systems, pursuant to Section 10-504 of the Marion County Health and Housing Code;
- b) Treatment and prevention related to any noticed pest and/or rodent infestations, pursuant to Section 10-303(c) of the Marion County Health and Housing Code;
- c) Ensuring that each apartment unit is equipped with a functioning and secure locking mechanism pursuant to Section 10-408 of the Marion County Health and Housing Code.

24. IHA agrees that, through Bradley, it must manage the Lugar Tower Apartments in a manner that complies with all relevant state and federal statutes and regulations.

25. IHA agrees it will continue to use a licensed property management company to service the Lugar Tower Apartments during the Compliance Period.

26. IHA agrees it will continue to ensure there is reasonable security presence at the Lugar Tower Apartments during the Compliance Period.

27. Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act.

28. IHA shall not represent that the Office of the Attorney General approves or endorses IHA's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

29. The Office of the Attorney General shall file this Assurance with the Marion County Superior Court and petition the Court to approve this Assurance, as required by Ind. Code § 24-5-0.5-7(a).


30. The Court's approval of this Assurance shall not act as a bar to any private right of action to any person by and against IHA and likewise the Assurance shall not in any way bar IHA from seeking its own private rights and remedies for which it may be entitled under the law.

DATED this 8th day of August, 2023.

[SIGNATURES FOLLOW]

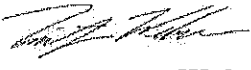
STATE OF INDIANA

THE OFFICE OF THE INDIANA
ATTORNEY GENERAL

By: 

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RESPONDENT

INDIANAPOLIS HOUSING AGENCY

By: 

Name: Marcia F. Lewis

Title: Chief Executive Officer

STATE OF INDIANA
IN THE MARION COUNTY SUPERIOR COURT 12, CIVIL DIVISION

MISCELLANEOUS DOCKET NUMBER 49D12-2308-MI-031784

IN RE: LUGAR LP (as substituted
Respondent for the INDIANAPOLIS
HOUSING AUTHORITY)

Respondent.

1ST AMENDMENT TO
ASSURANCE OF VOLUNTARY
COMPLIANCE

Parties. The State of Indiana, by the Office of the Indiana Attorney General (hereafter the “Attorney General”), and Lugar LP (“Lugar”), as substituted respondent for Indianapolis Housing Authority (“IHA”).

Recitals. WHEREAS, the Attorney General and IHA entered into an Assurance of Voluntary Compliance (AVC) on August 8, 2023, regarding the management of Lugar Tower Apartments, located at 901 Fort Wayne Avenue, Indianapolis, Indiana 46202; WHEREAS, IHA has informed the Attorney General of its inability to fund third party professional management services as of July 21, 2025, and full-time security monitoring as of July 1, 2025, potentially breaching Paragraphs 25 and 27 of the AVC; WHEREAS, IHA does not own Lugar Tower Apartments nor is IHA responsible for the management of Lugar Tower Apartments; therefore, the parties desire to amend the AVC to reflect the appropriate respondent, which is Lugar LP, the owner of Lugar Tower Apartments; WHEREAS, the parties seek to further amend the AVC to ensure continued compliance with Indiana Code § 32-31-8, et seq., and Chapter 10 of the Marion County Health and Housing Code, and to protect tenant health, safety, and quiet enjoyment;

NOW, THEREFORE, the parties agree to amend the AVC as follows:

AMENDED TERMS:**1. Corrected Respondent (Amending Paragraph 10):**

The parties wish to clarify that the original respondent, Indianapolis Housing Agency, does not own the Lugar Tower Apartments and is not required by Indiana law to maintain them. Rather, that responsibility falls to Lugar L.P. the owner of the Lugar Tower Apartments. Accordingly, Lugar L.P. is substituted as the proper Respondent. As of the Effective Date of this Amended AVC, Lugar L.P. is hereby substituted as the Respondent and Lugar L.P. agrees to assume all rights, obligations

and liabilities of IHA under the terms of the AVC and this Amended AVC as if it were the original party thereto.

2. Extension of Compliance Period (Amending Paragraph 15):

The Compliance Period, as defined in Paragraph 15 of the AVC, is extended through August 31, 2026 (hereafter “amended compliance period”), to ensure continued court jurisdiction and monitoring of Lugar L.P.’s property management and security obligations at Lugar Tower Apartments.

3. Unannounced Inspections (Amending Paragraph 18):

In addition to scheduled inspections requiring 72-hour notice during the amended compliance period, the Attorney General may conduct up to twelve (12) unannounced inspections of Lugar Tower Apartments’ common areas and facilities during the amended compliance period to verify compliance with maintenance and security obligations under Indiana Code § 32-31-8, et seq., and Chapter 10 of the Marion County Health and Housing Code. Inspections shall be conducted during reasonable hours (8:00 AM to 5:00 PM on weekdays) and shall respect tenant privacy, focusing solely on common areas, maintenance systems, and security measures. Unscheduled inspections may exceed twelve (12) unannounced inspections during the amended compliance period provided good cause exists for the Attorney General to inspect Lugar Towers for building maintenance or security issues that may negatively impact the health and safety of its residents.

4. Residents’ Council (New Paragraph 19.2):

Lugar L.P. shall support the creation of a tenant organization, the Residents’ Council, comprising of at least three (3) residents of Lugar Tower Apartments. The Residents’ Council shall be invited to attend quarterly tenant meetings, as outlined in Paragraph 19.1, and Lugar L.P. shall commit to regular communication with the Council regarding resident concerns, with documented responses included in the Compliance Reports required under Paragraph 19. Residents shall be responsible for forming and maintaining the council and identifying its members to Lugar L.P. before Lugar L.P. has any obligation to interact with the council.

5. Staffing Plan and Certifications (New Paragraph 25.1):

By December 1, 2025, Lugar L.P. shall submit to the Office of the Indiana Attorney General a staffing plan detailing personnel assigned to management and security duties at Lugar Tower Apartments, including qualifications, training, and schedules for monitoring the property. The plan shall include:

- a. A prescribed schedule for regular cleaning and inspection of common areas;

- b. A prescribed schedule for regular checks of trash chutes and functional elevator operations;
- c. A communication plan addressing changes to building staffing, expected implementation dates, and directing tenants clearly how they should report regular and emergency repairs or other concerns to Lugar L.P. staff and what response they should expect;
- d. A commitment for Lugar L.P. (or its agents) to staff the check-in desk during operational hours (8:00 AM to 5:00 PM on weekdays), with staff or agents available to identify unknown visitors and check them against a continually updated and maintained trespass list.

Lugar L.P. shall submit updates to the staffing plan in each Compliance Report, noting any changes to the initial plan, with certifications under oath on behalf of the organization for the above obligations. Updates shall be submitted monthly as part of the Compliance Reports required under Paragraph 19.

6. Security Incident Reporting (New Paragraph 27.1):

Lugar L.P. shall report security incidents at Lugar Tower Apartments to the Office of the Indiana Attorney General within forty-eight (48) hours of occurrence. A “security incident” is defined as any police-reported crime, a non-resident or trespassed individual’s unauthorized access to common areas that becomes known to Lugar L.P. or its agents. Reports shall be submitted via electronic mail to the Attorney General’s counsel, shall include a description of the incident and Lugar L.P.’s response, and any tenant information identified in the report will be maintained confidentially by the Attorney General.

7. Entrance and Egress Security (New Paragraph 27.2):

Lugar L.P. shall ensure that all entrances and egresses at Lugar Tower Apartments, if so equipped, have properly functioning alarms, cameras, and locking mechanisms at all times. Lugar L.P. shall include a status report on these systems in each Compliance Report, detailing any malfunctions and corrective actions taken.

8. Tenant Meetings (New Paragraph 19.1):

Lugar L.P. shall conduct quarterly tenant meetings to address tenant concerns regarding maintenance, security, and living conditions at Lugar Tower Apartments. Summaries of these meetings, anonymizing tenant identities, shall be included in the Compliance Reports required under Paragraph 19. Summaries shall detail specific concerns raised and actions taken by Lugar L.P. to address them.

9. Court Relief for Non-Compliance (Amending Paragraph 22):

In the event of worsening conditions at Lugar Tower Apartments, defined as three (3) or more *unresolved* consumer complaints that remain pending with the Attorney General or three (3) or more judgments or emergency filings in cases filed by the Marion County Health Department within a thirty (30) day period regarding essential systems, or a two hundred percent (200%) increase in security incidents month-over-month, the Office of the Indiana Attorney General may request a rule to show cause hearing, requiring Lugar L.P. to appear and answer why they should not be held in contempt for violating this agreement. Following a written notice to Lugar L.P.'s counsel of an alleged breach of this provision, Lugar L.P. shall first have ten (10) calendar days to adequately explain and remedy any unresolved complaints before a rule to show cause motion can be filed by the Attorney General, provided the delay does not adversely affect tenant health or safety. If there is a risk of imminent harm to tenant health or safety, the Attorney General may file a rule to show cause motion immediately with service of notice to Lugar L.P.

10. Compliance Reporting and Public Filing (Amending Paragraphs 19 and 20):

Beginning December 1, 2025, and ending August 1, 2026, Lugar L.P. shall submit Compliance Reports to the Office of the Indiana Attorney General monthly on the tenth day of each month, with a ten (10) calendar day grace period for delivery. Reports shall include:

- a. A list of all previous and open consumer complaints filed with the Attorney General (known to Lugar L.P.), including investigation number, complainant's property address, occupancy status, Lugar L.P.'s response status (already submitted, pending, etc.), and actions taken to resolve the complaints. For avoidance of doubt, this list shall only include consumer complaints that become known to Lugar L.P. on or after the Effective Date of this amended AVC.
- b. A list of all open Health and Hospital Corporation complaints, including complaint number, unit number (if applicable), response status, and actions taken.
- c. A list of all maintenance requests, including unit number (if applicable) and response status.
- d. A narrative description of capital improvements or repairs impacting tenants' security or quiet enjoyment.
- e. The initial staffing plan (in the first report) and updates noting any changes to the staffing plan or certifications in subsequent reports.
- f. Summaries of tenant meetings and communications with the Residents' Council.
- g. Status reports on entrance/egress security systems.
- h. Compliance reports shall be signed under oath and subject to the penalties for perjury by an authorized representative of Lugar L.P..

The Attorney General may file a public version of each Compliance Report with the Marion County Superior Court, redacting any resident or identifying staffing information, within ten (10) calendar days of submission to the Attorney General. These reports are not confidential and will be available for public viewing.

11. **“Reasonable security presence”** (Amending Paragraph 26) is hereafter further defined and shall mean the deployment of trained Lugar L.P. staff to actively monitor and manage security at Lugar Tower Apartments. “Reasonable security presence” does not mean requiring the engagement of a third-party security vendor. This presence includes:

- a. **Physical Presence:** At least one trained staff member or other agent (including designated tenants) assigned to security duties, present on-site during operational hours (8:00 a.m. to 5:00 p.m. on weekdays).
- b. **Training Requirement:** Staff assigned to security duties must complete training within 30 days of assignment, covering conflict de-escalation, emergency response, visitor verification procedures, and access and use of security systems (e.g., cameras, alarms). Training must be certified to have been completed by Lugar L.P. under oath and under penalties of perjury in the staffing plan and in subsequent reports required by Paragraph 25.1. For avoidance of doubt, Lugar L.P. is not required to outsource this training, and a member of Lugar L.P.’s staff may conduct the training.
- c. **Check-in Desk Operations:** A staff member or other agent (including designated tenants) stationed at the check-in desk during operational hours to verify the identification of all unknown visitors against a maintained trespass list, as specified in Paragraph 25.1(d). As part of its Check-in Desk Operations, Lugar L.P. shall implement the following process:
 - i. **Manual Logbook at Entry Point:** Lugar L.P. will maintain a printed list of individuals who are authorized to enter Lugar Tower Apartments. This logbook will also include a list of individuals who have been trespassed from Lugar Tower Apartments.
 - ii. **Daily Verification:** Lugar L.P. staff members who are responsible for managing building access will review the logbook at the start of each shift.
 - iii. **Photo Reference Binder:** A binder containing photos (if a photo is available) of individuals who have been trespassed from Lugar Tower Apartments will be maintained at the check in desk for visual reference.
- d. **Patrols and Monitoring:** Regular patrols of common areas, stairwells, and entrances/egresses at least twice per shift. During the weekdays the patrols will occur at least once in the morning and once in the afternoon. The patrols must include documented logs submitted in monthly Compliance Reports.

Staff must routinely monitor security cameras (as well as ensuring they are operational) and respond to resident-reported security incidents within one (1) hour during operational hours.

Lugar L.P. staff shall change the locks to apartment units within 48 hours after the apartment unit has been vacated. If Lugar L.P. learns (either by its own monitoring or through a credible report) that a nonresident may be occupying a vacant unit, it will investigate the unit within 24 hours (or by the next business day if received outside business hours).

For purposes of this provision, a “credible report” means a report made by a named individual who either has firsthand knowledge of the suspected occupancy or provides documentation or other evidence supporting the claim. A credible report may be made by a tenant through the maintenance hotline or to an agent of Lugar L.P., either in writing or by telephone. All such reports shall be documented in writing, dated, and retained as part of Lugar L.P.’s business records.

If the investigation confirms that a nonresident is occupying the unit, Lugar L.P. will promptly take steps to initiate removal proceedings in accordance with applicable law. Lugar L.P. will also secure the unit to prevent further unauthorized access, which may include changing locks, reinforcing entry points, and, if necessary, conducting appropriate surveillance in accordance with applicable law.

- e. **Coordination with Residents Council:** Staff must engage with the Residents’ Council (Paragraph 19.2) to address security-related concerns raised during quarterly tenant meetings, with responses documented in Compliance Reports.
- f. **Integration with Security Systems:** Lugar L.P. staff must ensure the functionality of alarms, cameras, exterior lighting, and locking mechanisms on all equipped entrances/egresses, as required by Paragraph 27.2, reporting any malfunctions immediately to Lugar L.P. management for prompt repair.

12. Amendment Only Applicable to Lugar L.P. (Amending Paragraphs 12 and 14):

The Parties acknowledge and agree that Insight Holdings, LLC (“Holdings”) is the non-profit general partner of Lugar L.P. The Parties wish to clarify that the AVC will not apply if there is a transfer of Holdings’ interest in Lugar L.P. (the “Holdings Interest”) to a new entity, and agree that the AVC will terminate upon transfer of the Holdings Interest to any person or entity not controlled by or under common control with Insight Development Corporation, Holdings, or IHA. Lugar L.P. agrees to notify

the Office of the Attorney General of any such transfer, and the AVC will terminate immediately upon giving of such notice without the need for any acknowledgement from the Office of the Attorney General or further action of the Parties.

13. Point of Contact (Amending Paragraph 16):

Lugar L.P. appoints its Real Estate Manager as its single point of contact during the Compliance Period.

14. Property Management (Amending Paragraphs 23, 24, and 25):

The parties expressly recognize that Lugar L.P. may manage the Lugar Tower Apartments without incurring the expense of a licensed or other third-party management company; this provision, however, does not exempt Lugar L.P. from its requirement to manage the property in accordance with the Marion County Health and Housing Code and Indiana Code.

15. Other Provisions:

All the terms of the AVC not modified herein remain in full force and effect. This amendment does not constitute admission of breach or violation by IHA. This amendment is effective upon approval by the Marion County Circuit Court pursuant to Ind. Code § 24-5-0.5-7. This Court will retain jurisdiction for any related disputes to this 1st Amendment to Assurance of Voluntary Compliance. Upon approval, the AVC and this amendment thereto shall be circulated to all IHA and Lugar L.P. staff.

APPROVAL:

The parties respectfully request that the Marion County Circuit Court approve this amendment pursuant to Ind. Code § 24-5-0.5-7

**STATE OF INDIANA, OFFICE OF
THE INDIANA ATTORNEY
GENERAL**

By: _____

Chase M. Haller
Deputy Attorney General
Section Chief, HPU
Attorney Number 29944-49

**RESPONDENT
LUGAR LP**

By: _____

Name: Yvonda A. Bean

Title: President

Agreed as to form:

By: _____

Name: Chris Bush
Counsel for Lugar LP

The Indianapolis Housing Agency

By: Yvonda A. Bean

Name: Yvonda A. Bean

Title: Chief Executive Officer

Reviewed and approved on:

10/29/2025

Amber Collins-Gebrehiwet

Amber Collins-Gebrehiwet, Judge
Marion Circuit Court