



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, DECEMBER 06, 2021  
7:00 PM AT CITY HALL**

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The City is providing in-person and electronic options for this meeting. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of November 15, 2021.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing December 7, 2021 as Pearl Harbor Remembrance Day.
3. Proclamation recognizing December 10, 2021 as International Human Rights Day.

**Public Forum.** (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

**Special Order of Business**

4. Public hearing to consider taking action on a petition relative to the reestablishment of the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID).
  - a) Receive and file proof of publication of notice of hearing. (Notice published November 19, 2021)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.

- e) Pass an ordinance amending Chapter 2, Administration of the Code of Ordinances relative to reestablishing the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID), upon its first consideration.

### Old Business

5. Pass Ordinance #3000, granting a partial property tax exemption to The Vault, LLC for construction of a storage/office facility at 6100 Production Drive, upon its second consideration.
6. Pass Ordinance #3001, amending Chapter 24, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, upon its second consideration.

### New Business

**Consent Calendar:** (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

7. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Russell Curtis, Health Trust Fund Board of Trustees, term expiring 12/31/2026.
8. Receive and file the Committee of the Whole minutes of November 15, 2021 relative to the following items:
  - a) Main Street Reconstruction and Right of Way.
  - b) FY2021 Audit Report.
9. Receive and file Departmental Monthly Reports of October 2021.
10. Approve the following applications for beer permits and liquor licenses:
  - a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.
  - b) Moonshine Mob Bar, 419 Main Street, Class C liquor – renewal.
  - c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
  - d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
  - e) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - new.

**Resolution Calendar:** (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

11. Resolution approving and authorizing submission of a 2022 Most Endangered Properties nomination by the Historical Preservation Commission to Preservation Iowa relative to the Honors Cottage at the University of Northern Iowa.
12. Resolution approving and adopting a revised job classification for the position of Public Safety Supervisor - Captain in the Public Safety Services Department.
13. Resolution approving and adopting a revised job classification for the position of Public Safety Supervisor - Lieutenant in the Public Safety Services Department.
14. Resolution supporting Community Main Street, Inc., and approving and authorizing execution of a Main Street Iowa Program Continuation Agreement with Community Main Street, Inc. and the Iowa Economic Development Authority for the purpose of continuing the Main Street Program in Cedar Falls.
15. Resolution approving and adopting amendments to the Housing Choice Voucher Program Administrative Plan relative to the Section-8 Housing Program.
16. Resolution approving and accepting the contract and bond of Peters Construction Corporation for the City Hall Remodel Project.

- [17.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 610 West 28th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [18.](#) Resolution approving a Shopping Center (S-1) Zoning District site plan for patio improvements at 6607 University Avenue.
- [19.](#) Resolution approving the preliminary plat of Creekside Luxury Condos.
- [20.](#) Resolution approving the final plat of Creekside Luxury Condos.
- [21.](#) Resolution approving a Planned Residence (R-P) Zoning District site plan for construction of a multi-unit residential development in the vicinity of Cedar Heights Drive and Valley High Drive.
- [22.](#) Resolution approving and authorizing execution of an Extension of a Yard Waste Management Service Agreement with T&W Grinding relative to management of the City's compost facility.
- [23.](#) Resolution approving and accepting completion of public improvements in Greenhill Village Estates.
- [24.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Petersen Contractors, Inc., in the amount of \$3,329,289.25, for the Greenhill Road and South Main Street Intersection Improvement Project.
- [25.](#) Resolution approving and authorizing execution of three Owner Purchase Agreements, and approving and accepting three Temporary Construction Easements, in conjunction with the Greenhill Road & South Main Street Intersection Improvements Project.
- [26.](#) Resolution setting December 20, 2021 as the date of public hearing on a proposed ordinance establishing new boundaries for wards and precincts.
- [27.](#) Resolution setting December 20, 2021 as the date of public hearing on a proposal to undertake a public improvement project for the Main Street Reconstruction Project, and to authorize acquisition of private property for said project.

#### **Allow Bills and Claims**

- [28.](#) Allow Bills and Claims for December 6, 2021.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Executive Session**

29. Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3) as negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators; and Property Acquisition per Iowa Code § 21.5(1)(j) to discuss the purchase or sale of particular real estate only where disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

#### **Open Session**

- [30.](#) Resolution approving a tentative agreement with Teamsters Union Local No. 238, Parks & Public Works, and authorizing execution of a Contract.
- [31.](#) Resolution approving a tentative agreement with Teamsters Union Local No. 238, Public Safety, and authorizing execution of a Contract.

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, NOVEMBER 15, 2021  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via video conference), Harding, Darrah, Sires, Dunn. Absent: None.

53547 - It was moved by Darrah and seconded by Miller that the minutes of the Regular Meeting of November 1, 2021 be approved as presented and ordered of record. Motion carried unanimously.

53548 - Mayor Green read the following proclamations:

Proclamation recognizing November 26, 2021 as Holiday Hoopla Day and November 27, 2021 as Small Business Saturday. Community Main Street Executive Director Kim Bear commented.

Proclamation recognizing December 1, 2021 as Civil Air Patrol Day.

53549- Rosemary Beach, 5018 Sage Road, expressed concerns with a proposal by UNI to demolish historical buildings on campus.

James Geiger, 5308 Arbors Drive, expressed appreciation for citizens supporting striking John Deere union employees.

Public Safety Director Olson, Mayor Green and City Attorney Rogers responded to concerns expressed by Larry Wyckoff, 4241 Eastpark Road, regarding people walking in the streets.

53550 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 1227 West 22nd Street. Building Official Castle provided a brief summary. Following comments by Corbin Hoffman, 1009 West 22<sup>nd</sup> Street, Apt. 44, the Mayor declared the hearing closed and passed to the next order of business.

53551- It was moved by Harding and seconded by deBuhr that Resolution #22,579, declaring the property located at 1227 West 22nd Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by December 2, 2021, be adopted. Following comments and questions by Councilmembers Sires and deBuhr, and response by Building Official Castle, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,579 duly passed and adopted.

- 53552 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 315 East Dunkerton Road. Building Official Castle provided a brief summary. Following comments by Diana Flett, 315 East Dunkerton Road, the Mayor declared the hearing closed and passed to the next order of business.
- 53553- It was moved by Darrah and seconded by Harding that Resolution #22,580, declaring the property located at 315 East Dunkerton Road to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by December 2, 2021, be adopted. Following questions and comments by Mayor Green, Councilmembers Harding, deBuhr, Sires and Darrah, and responses by Building Official Castle, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Harding, Darrah, Dunn. Nay: Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,580 duly passed and adopted.
- 53554 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 710 West 13<sup>th</sup> Street. Building Official Castle provided a brief summary. Following comments by the Administrator of the Estate Debra Kock, Greene, Iowa, the Mayor declared the hearing closed and passed to the next order of business.
- 53555- It was moved by Harding and seconded by Darrah that Resolution #22,581, declaring the property located at 710 West 13<sup>th</sup> Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by December 2, 2021, be adopted. Following comments and questions by Councilmember Sires, Harding and Kruse, it was moved by Kruse and seconded by Sires to amend the motion to extend the date to submit the viable plan to 60 days. Following questions and comments by Councilmembers deBuhr and Darrah, and responses by Building Official Castle, the motion to amend failed 2-5, with Miller, deBuhr, Harding, Darrah and Dunn voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Harding, Darrah, Dunn. Nay: Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,581 duly passed and adopted.
- 53556 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 1303 Walnut Street. Building Official Castle provided a brief summary. There being no one else present wishing to speak about the proposed condemnation, the Mayor declared the hearing closed and passed to the next order of business.
- 53557- It was moved by Darrah and seconded by deBuhr that Resolution #22,582,

declaring the property located at 1303 Walnut Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by December 2, 2021, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Harding, Darrah, Dunn. Nay: Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,582 duly passed and adopted.

- 53558 - Mayor announced that in accordance with the public notice of October 27, 2021, this was the time and place for a public hearing on the City's FFY20 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME programs. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53559 - The Mayor then asked if there were any written communications filed to the proposed proposal. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposal. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.
- 53560 - It was moved by Miller and seconded by Harding that Resolution #22,583, approving and authorizing submission of the FFY20 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME programs, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,583 duly passed and adopted.
- 53561 - Mayor announced that in accordance with the public notice of November 05, 2021, this was the time and place for a public hearing on a proposed ordinance granting a partial property tax exemption for The Vault, LLC for construction of a storage/office facility at 6100 Production Drive. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53562 - The Mayor then asked if there were any written communications filed to the proposed ordinance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposal. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.
- 53563 - It was moved by Miller and seconded by Harding that Ordinance #3000, granting a partial property tax exemption to The Vault, LLC for construction of a

storage/office facility at 6100 Production Drive, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

- 53564 - Mayor announced that in accordance with the public notice of November 5, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Greenhill Road and South Main Street Intersection Improvement Project. It was then moved by Miller and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53565 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Claypool provided a brief summary and presented a video of the proposed project. Following questions and comments by Penny Popp, 4805 South Main Street, Larry Wyckoff, 4241 Eastpark Road, and James Geiger, 5308 Arbors Drive, and responses by Public Works Director Schrage and Public Safety Director Olson, the Mayor declared the hearing closed and passed to the next order of business.
- 53566 - It was moved by Harding and seconded by Miller that Resolution #22,584, approving and adopting the plans, specifications, form of contract & estimate of cost for the Greenhill Road and South Main Street Intersection Improvement Project, be adopted. Following questions and comments by Mayor Green and Councilmember Sires, and responses by Public Safety Director Olson and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,584 duly passed and adopted.
- 53567 - It was moved by deBuhr and seconded by Miller that Ordinance #2997, adopting by reference the 2021 International Building Code, 2021 International Residential Code, 2021 International Mechanical Code, 2021 Uniform Plumbing Code, 2021 National Fuel Gas Code and 2020 National Electrical Code, and associated revisions to Chapter 7, Buildings and Building Regulations of the Code of Ordinances, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #2997 duly passed and adopted
- 53568 - It was moved by Darrah and seconded by deBuhr that Ordinance #2998, adopting by reference the 2021 International Fire Code, and associated revisions to Chapter 9, Fire Prevention and Protection of the Code of Ordinances, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding,

Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #2998 duly passed and adopted

53569 - It was moved by Miller and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:

a) Sonja Bock, Human Rights Commission, term ending 07/01/2022.

Receive and file a communication for the Civil Service Commission relative to the certified list for the position of Public Safety Officer.

Receive and file the FY2021 Comprehensive Annual Financial Report.

Approve the following applications for beer permits and liquor licenses:

a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.

b) Lifestyle Inn, 5826 University Avenue, Class B liquor - renewal.

c) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

d) Aldi Inc., 315 Brandilynn Boulevard, Class C beer & Class B wine – permanent transfer.

e) Alist Nails, 6015 University Avenue, Special Class C liquor – new.

Motion carried unanimously.

53570 - It was moved by deBuhr and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,585, authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified Tax Increment Financing Revenues.

Resolution #22,586, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for parking lot signage in the College Hill Urban Renewal Area.

Resolution #22,587, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, construction costs, design costs, brick costs, utility costs, reimbursement payments, landscaping costs, easement costs and other project costs related to Peter Melendy Park, Downtown Alley, Downtown Parking Lot, and Downtown Streetscape, all in the Downtown Urban Renewal Area.

Resolution #22,588, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding design, construction and administrative fees related to the Cyber Lane and Cyber Lane Extension projects in the South Cedar Falls Urban Renewal Area.



Resolution #22,589, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the West Viking Road, Industrial Park Street Expansion, and other administrative and legal fees in the Unified Urban Renewal Area.

Resolution #22,590, approving and authorizing an inter-fund loan from the Capital Improvements Fund to the Tax Increment Financing (TIF) Fund relative to funding for camera costs in the Downtown Urban Renewal Area.

Resolution #22,591, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and related expenses in the South Cedar Falls Urban Renewal Area.

Resolution #22,592, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and water rights in the Unified Urban Renewal Area.

Resolution #22,593, approving and authorizing an inter-fund loan from the Local Option Sales Tax (LOST) Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal, engineering, construction, and administrative fees related to the Ridgeway Avenue Project in the South Cedar Falls Urban Renewal Area.

Resolution #22,594, approving and authorizing an inter-fund loan from the Visitors & Tourism Fund to the Tax Increment Financing (TIF) Fund relative to funding for the landscaping design project in the Pinnacle Prairie Urban Renewal Area.

Resolution #22,595, approving and authorizing the transfer of funds relative to Tax Increment Financing (TIF) revenues to be received for the fiscal year ending June 30, 2022.

Resolution #22,596, approving and authorizing submission of the City's FY21 Annual Urban Renewal Report.

Resolution #22,597, approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Resolution #22,598, approving and accepting an Iowa Arts & Culture Marketing Grant from the Iowa Department of Cultural Affairs for marketing initiatives of the Hearst Center for the Arts.

Resolution #22,599, approving and authorizing execution of an Agreement for Professional Services with Exceptional Persons, Inc. relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,600, approving and authorizing execution of an Agreement for Professional Services with Northeast Iowa Food Bank relative to Community

Development Block Grant (CDBG) funding for service agencies.

Resolution #22,601, approving and authorizing execution of an Agreement for Professional Services with Pathways Behavioral Services, Inc. relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,602, approving and authorizing execution of an Agreement for Professional Services with Salvation Army relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,603, receiving and filing the bids, and approving and accepting the low bid of Peters Construction Corporation, in the amount of \$3,851,456.00 for the City Hall Remodel Project.

Resolution #22,604, approving and authorizing execution of a Service/Product Agreement with Routewear, Inc. for replacement of the automated refuse cart management system.

Resolution #22,605, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the Cedar Heights Area Street Reconstruction Project.

Resolution #22,606, receiving and filing the Evaluative Report of the Planning & Zoning Commission, and setting December 6, 2021 as the date of public hearing to consider taking action on a petition requesting the reestablishment of the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID).

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,585 through #22,606 duly passed and adopted.

- 53571 - It was moved by Miller and seconded by Darrah that Resolution #22,607, approving the preliminary plat of West Fork Crossing, be adopted. Following questions by Councilmembers Miller and deBuhr, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: deBuhr. Motion carried. The Mayor then declared Resolution #22,607 duly passed and adopted.
  
- 53572 - It was moved by Harding and seconded by Miller that Ordinance #3001, amending Chapter 24, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
  
- 53573 - It was moved by Darrah and seconded by Harding that the bills and claims of November 15, 2021 be allowed as presented, and that the Controller/City

Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

- 53574 - It was moved by Sires and seconded by Harding to refer to the Committee of the Whole a presentation by Certified Community Behavioral Health Clinic Representative Jen Stevenson regarding services available to the Public Safety Department. Following comments by Councilmember Dunn and Police Chief Berte, the motion carried unanimously.

It was then moved by Kruse and seconded by Harding to refer to goal setting a discussion regarding installing crosswalks on Union Road at Paddington Drive, Thresher Court and Autumn Ridge Road. Following questions and comments by Councilmembers Sires and Harding, and responses by Public Works Director Schrage, the motion carried unanimously.

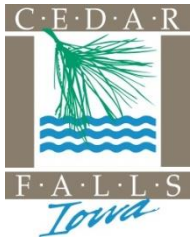
- 53575 - Public Safety Director Olson provided clarification to an earlier question regarding pedestrians in the streets. City ordinance states walking in the street is prohibited if there are sidewalks available.

Mayor Green announced the successful space launch of Cedar Falls Astronaut Raja Chari to the International Space Station.

- 53576 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 8:52 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126



# PEARL HARBOR REMEMBRANCE DAY

## DECEMBER 7, 2021

**WHEREAS**, at dawn on Sunday, December 7<sup>th</sup>, 1941, the U.S. Pacific Fleet was attacked at Pearl Harbor, Hawaii by the Empire of Japan suddenly and without warning; and

**WHEREAS**, 2,334 American sailors, soldiers, airmen and civilians were killed, and another 1,143 wounded, in this surprise attack; and

**WHEREAS**, following the attack, thousands of young men and women bid their families farewell and entered the U.S. Armed Forces to protect their homeland; and

**WHEREAS**, the city of Cedar Falls and the University of Northern Iowa (known then as the Iowa State Teachers College) saw an influx of tens of thousands of Americans, and especially women, as they trained on the college campus to become Army Air Force yeomen, Navy WAVES (Women Accepted for Volunteer Service) and Coast Guard SPARS (Semper Paratus, Always Ready); and

**WHEREAS**, December 7, 2021 marks the 80th anniversary of the attack on Pearl Harbor and the entry of the United States into World War II; and

**WHEREAS**, annual commemorations of the attack on Pearl Harbor are important for ensuring that the citizens of Cedar Falls appreciate the selfless acts of those Americans who served in the U.S. Armed Forces during World War II;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim December 7, 2021, as **Pearl Harbor Remembrance Day** throughout the city and I encourage all citizens to remember and reflect on tremendous sacrifices made by men and women during World War II to liberate our brothers and sisters abroad from the forces of tyranny and oppression.

Signed this 24<sup>th</sup> day of November, 2021.

Mayor Robert M. Green





MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126



## INTERNATIONAL HUMAN RIGHTS DAY DECEMBER 10, 2021

**WHEREAS**, on December 10, 1948, the United Nations General Assembly adopted the Universal Declaration of Human Rights, a highly influential document which is credited with reducing human suffering and improving the daily lives of millions by affirming the enduring universality of its values of equality, justice, and human dignity; and

**WHEREAS**, the Universal Declaration is based on the proposition that each person is entitled to a full range of human rights and that it is each person's responsibility to uphold them; and

**WHEREAS**, the City of Cedar Falls, located on land of Indigenous people, has been built by generations of settlers and inhabitants, including visitors, immigrants, refugees and asylees who have worked together to create a community where, ultimately people can live and work in harmony without fear of discrimination; and

**WHEREAS**, the City of Cedar Falls has committed itself to these values by adopting policies to provide equal opportunity for its residents and visitors for participation in local governance, employment, housing, and public accommodation without regard to race, religion, color, national origin, ancestry, disability, sex, gender identity, sexual orientation, familial status or veteran status;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim December 10, 2021, as **International Human Rights Day** throughout the city and encourage all residents to work together in the coming year to continue advancing the noble goal of respecting and fulfilling the protections contained in the Universal Declaration of Human Rights for all members of our local community.



Signed this 24<sup>th</sup> day of November, 2021.

Mayor Robert M. Green



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator *SG*  
**DATE:** November 3, 2021  
**SUBJECT:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID)

**REQUEST:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID) for a new 5-Year Term (July 1, 2022 – June 30, 2027)

**PETITIONER:** Community Main Street (Lead Agency)

**LOCATION:** Downtown Cedar Falls

### **Evaluative Report for the Cedar Falls City Council on the Merit and Feasibility of Renewing the Downtown Self-Supported Municipal Improvement District**

#### PROPOSAL

In accordance with Iowa Code Chapter 386, Community Main Street has submitted a petition to the City of Cedar Falls for the renewal of the Downtown Self-Supported Municipal Improvement District (SSMID). The purpose for the creation of the Downtown SSMID is to provide funding to pay the ongoing administrative and support costs for the services and functioning of Community Main Street, which develops and encourages retail businesses by way of promotion and support for existing businesses, area improvements, and for healthy growth and development consistent with the long term goals for the Downtown business district.

Attached is the memo and petition submitted by Community Main Street. The requirement for approval of a SSMID is support by petition from a minimum of 25% of the unique property owners representing 25% of the total valuation of the District. Community Main Street submitted signatures from 47% of the total number of unique property owners, which represent 61% of the total valuation within the area covered by the SSMID, so their petition meets the threshold for renewal of the SSMID.

The self-imposed tax upon property within the SSMID area will be set at \$3.89 per \$1,000 of net taxable valuation for fiscal year 2023, with a maximum allowable levy rate

of \$5.83. All tax revenue collected from properties subject to the additional tax will be deposited into the Downtown Self-Supported Municipal Improvement District Fund for the operational purposes of Community Main Street as stated above. It should be noted that residential property within the District is not subject to the additional tax.

## BACKGROUND AND ANALYSIS

This memorandum serves as the *Evaluative Report for City Council the Merit and Feasibility of the Downtown Self-Supported Municipal Improvement District*. The following attachments are supporting documentation used in the development of this Evaluative Report:

- A letter from Community Main Street requesting renewal of the SSMID with a summary of the necessary signatures of support received to meet the State requirements for renewal of the SSMID;
- A spreadsheet that includes all commercial property owners that are located within the boundaries of the SSMID and subject to the additional tax. Those deedholders highlighted in the spreadsheet are those who have signed the petition of support. The spreadsheet indicates both the percentage of unique property owners who have signed the petition and the percentage of valuation those properties represent within the SSMID;
- Copies of the signed petitions;
- Map illustrating the location and boundaries of the SSMID.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed this request at their October 27, 2021 meeting, and approved and endorsed the Evaluative Report on the Merit and Feasibility of the Renewal of the Downtown Self-Supported Municipal Improvement District, and recommends that the City Council proceeds to set a public hearing for consideration of the same.

## PLANNING & ZONING COMMISSION ACTIONS

10/27/21 Meeting - Chair Leeper introduced the item and Ms. Howard provided background information. She discussed the minimum requirements for the five-year renewal and stated that staff recommends approval, and for the Commission to make a recommendation to City Council.

Mr. Schrad made a motion to approve staff recommendations. Ms. Lynch seconded the motion. The motion was approved unanimously with 6 ayes (Holst, Larson, Leeper, Lynch, Saul and Schrad), and 0 nays.



310 East 4th Street  
Cedar Falls, IA 50613

Phone: 319-277-0213  
www.communitymainstreet.org

October 1, 2021

Ms. Jacque Danielsen  
City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**2021-2022  
Board of Directors:**

Lexie Heath - President  
Darin Beck  
Natalie Brown  
Ann Eastman  
Crystal Ford  
Brent Johnson  
Audrey Kittrell  
Jenny Leeper  
Helen Pearce  
Clark Rickard  
Mark Showalter  
Brad Strouse

Ex-officio  
Wynette Froehner  
Stephanie Houk-Sheetz

Re: Downtown Cedar Falls Self-Supported Municipal Improvement District

Dear Ms. Danielsen:

Enclosed, please find information pertaining to the creation of the Self-Supported Municipal Improvement District (SSMID) in the downtown area. The downtown SSMID was originally established in 1987 and its purpose is to provide funding for the continuation of the Community Main Street, Inc. (CMS). The proposed district is to be established for the period commencing July 1, 2022, and ending June 30, 2027. The provisions for enabling the enactment of the SSMID are addressed in the Code of Iowa, Chapter 386. Specifics are outlined as follows.

The CMS Board of Directors has collected property owners' signatures on the SSMID petition. Renewal requires supporting documents and signed petitions representing at least 25% of the taxable valuation and 25% of the downtown property owners. Included in this packet are signed petition forms representing 61% of the taxable valuation and 47% of the downtown property owners, exceeding the minimum requirements for renewal.

CMS would propose that these petitions and other documentation be submitted to the Planning and Zoning Commission for consideration and recommendation at their October 27, 2021, meeting. Based on the recommendation from the Planning and Zoning, the request would then follow the standard procedure of conducting a Public Hearing and adopting an Ordinance to establish said district. An updated copy of the 2016 ordinance is included with this letter.

The provisions of the Ordinance do comply with the necessary guidelines or establishing a district as addressed in Chapter 386 of the Code, herein referred to as the Act.





### 386.3 Establishment

- 1a. Be comprised of contiguous property wholly within the boundaries of the City. The area designed is contiguous and is defined on the attached map and legally described to include said property.
- b. Be given a descriptive name. The name of the district shall be "Downtown Cedar Falls Self-Supported Municipal Improvement District."
- c. Be comprised of property related in some manner. The property described is physically located in the downtown district and participates in the Community Main Street, Inc. program to enable downtown revitalization. Zoning is currently C-1, C-2 and C-3, appropriate for said District.

2a. The signatures of at least 25% of all owners of property within the proposed district. These signatures must together represent ownership of property with an assessed value of 25% or more of the assessed value of all of the property in the proposed district.

Sections 2b, c, d, e, and f of 386.3 are included in the ordinance that is included with this letter.

Please feel free to contact me at 319-277-0213 if you have any questions. Thank you.

Kind regards,



Kim Bear  
Executive Director  
Community Main Street

Deed Holder	Property Address	Taxable Value
305 MAIN STREET LLC	305 MAIN ST	229,992
323 PROPERTIES LLC	517 WASHINGTON ST	340,398
ADW LLC	102 MAIN ST	175,001
ARABELLA LLC	102 CLAY ST	1,615,653
ARABELLA LLC	200 W 1ST ST	1,975,566
ARABELLA LLC		102,636
AVAN PROPERTIES LLC	108 MAIN ST	147,821
BJ S HOLDINGS LLC	311 MAIN ST	294,741
BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	340,911
BLACKHAWK HOTEL LLC		53,541
BT HOLDINGS LLC	122 MAIN ST	310,968
CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,048,806
COMMUNITY NATIONAL BANK	312 W 1ST ST	658,890
D SQUARED II LLC	109 E 4TH ST	108,387
D SQUARED II LLC	402 MAIN ST	459,387
D SQUARED II LLC	406 MAIN ST	227,423
DOLLYS RENTALS LLC	604 CLAY ST	1,325,826
EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST	227,157
FARMERS STATE BANK	515 MAIN ST	2,537,982
FARRIS, DAVID	116 MAIN ST	201,978
FARRIS, DAVID	118 MAIN ST	228,426
FARRIS, DAVID A	209 STATE ST	294,975
FENCL, DANIEL D TRUST	422 MAIN ST	456,111
FENCL, DANIEL D TRUST		163,152
FIRST NATIONAL BANK OF CF	602 MAIN ST	1,842,795
FIRST NATIONAL BANK OF CF		112,518
FIRST NATIONAL BANK OF CF		90,414
FIRST NATIONAL BANK OF CF		45,486
FRANKLIN STREET PROPERTY L C	415 CLAY ST	715,113
FRANKLIN STREET PROPERTY L C		41,463
FRANKLIN STREET PROPERTY L C		31,752
FRANKLIN STREET PROPERTY L C		6,057
GREAT WESTERN BANK	205 W 2ND ST	904,590
HI YIELD LLC	123 W 7TH ST	509,481
HI YIELD LLC		50,742
HI YIELD LLC		31,851
IEHL, CALVIN R		874,917
JJ LAND L C	110 E 3RD ST	199,089
JJ LAND L C	222 MAIN ST	265,113
JJ LAND L C	224 MAIN ST	212,742
K GROUP L C	226 MAIN ST	232,902
KEL MAR LC	600 STATE ST	380,781
KEL MAR LC	521 CLAY ST	104,160
KNUTSON, AARON M	622 MAIN ST	294,705
LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	295,749
MAIN STREET HOTELS LC	115 MAIN ST	1,027,413
MAIN STREET HOTELS LC	119 MAIN ST	305,757

MARSH, JEFFREY J	412 MAIN ST	167,148
NAB INVESTMENTS LLC	315 MAIN ST	622,883
NAB INVESTMENTS LLC	317 MAIN ST	257,345
NELSON FUNERAL HOME INC	613 MAIN ST	417,632
OVERMAN NORTH PARTNERS LC	323 W 2ND ST	132,966
PANTHER BUILDERS LLC	616 CLAY ST	498,942
PARK PLACE PROPERTIES	324 W 3RD ST	131,697
PC REAL ESTATE LLC	310 MAIN ST	230,760
PC REAL ESTATE LLC	312 MAIN ST	298,134
PC REAL ESTATE LLC	316 MAIN ST	495,864
PRESTIGE WW LLC	205 MAIN ST	443,547
RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	49,684
RICHARDSON FUNERAL HOME INC		48,456
RIVER PLACE PROPERTIES II LC	123 E 3RD ST	62,982
RIVER PLACE PROPERTIES II LC	302 MAIN ST	184,338
RIVER PLACE PROPERTIES LC		149,454
SC AND B PROPERTIES LLC	318 MAIN ST	284,691
SHIMEK, ANDREW	109 MAIN ST	119,511
SHIMEK, ANDREW D	104 MAIN ST	230,735
SHIMEK, ROBERTA M	107 MAIN ST	239,083
SIMPLE AS 128 LLC	128 MAIN ST	320,225
SRE HOLDINGS LLC		57,033
SRE HOLDINGS LLC	201 WASHINGTON ST	587,376
SRE HOLDINGS LLC	403 WASHINGTON ST	195,651
STATE STREET MIXED USE II LC	100 E 2ND ST	5,915,120
STATE STREET MIXED USE LC	200 STATE ST	5,558,276
STATE STREET RESIDENCES LC		417,915
STONE AND TERRACE LLC	108 E 4TH ST	250,110
STONE AND TERRACE LLC		87,471
VIKING PUMP INC	222 E 7TH ST	220,230
VIKING PUMP INC	406 STATE ST	1,094,040
VIKING PUMP INC		48,303
VIKING PUMP INC		540

Petition for Renewal of the  
5th Suggested Municipal Improvement District (SMID)  
2022

Use the designated address regarding the 5th Suggested Municipal Improvement District (SMID) for the  
Cedar Falls, Iowa, located within the area of the Cedar Falls, Iowa, located within the area of the  
ending June 30, 2022. The district will be subject to a referendum on August 3, 2022. The district is  
the only property included. The name of the district is the Cedar Falls, Iowa, located within the area of the  
through Cedar Falls, Iowa, located within the area of the Cedar Falls, Iowa, located within the area of the  
also requires that the SMID be notified.

NAME	ADDRESS	PHONE
<i>[Signature]</i>	<i>322 East 10th St</i>	<i>319-468-5103</i>
	<i>Cedar Falls</i>	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	<i>Roberta Schuck</i>	<i>107 main / 1504 Howard</i>	<i>233 6813</i>
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	Brian Wiegert (SRE HOLDINGS)	408 Washington	319 404 4884
2.	" " "	(Stone & Terrace) 108 E 4th	" " "
3.	" " "	201 Washington	" " "
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	 Brad Leeper	205 Main St., CF	319-239-5496
2.	 Jenny Leeper	205 main St., CF	319-239-7176
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	Farmers State Bank	515 main st	319 874 4345
2.		Cedar Falls	
3.	Natalie Brown	315 Main St, CF	319 240 0232
4.	Natalie Brown	317 Main St, CF	319 240 0232
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	Viking Pump, Inc -	222 E 7th St. 406 State St., Cedar Falls, IA 50613	319-273-8166
2.	(Connie Guhring on behalf of Josh Stiever)		
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	Cedar Falls Community Cn. by Helen. Pano, CEO	133 W 4 <sup>th</sup> St	319-266-7531
2.	Dawn Wilson	102 Main Street Cedar Falls, IA	319-404-5468
3.	Julie Shumek	104 Main St Cedar Falls	319-230-9775
4.	Julie Shumek	109 Main St Cedar Falls	319-230-9775
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
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	NAME	ADDRESS	PHONE
1.	<i>Amalamban</i>	<i>222, 224 Main St 110 E 3rd</i>	<i>3194043330</i>
2.	<i>Kate Dunning</i>	<i>517 Washington St, CF</i>	<i>319.290.1198</i>
3.	<i>Debra Kroll</i>	<i>108 Main St. CF</i>	<i>319 240-3962</i>
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	Brent Johnson	122/124 Main	515-290-1008
2.	Brent Dahlstrom	604 Clay St	319-505-3609
3.		200 W. 15th St	
4.		102 Clay St	
5.		123 W. 7th St	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	<i>Raymond Loring</i>	<i>205 W. 2nd St. CF</i>	<i>319-429-4796</i>
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1		Thomas R. Penaluna	111 Main Street, Cedar Falls, Iowa 50613 319-833-1234
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	Redfern Law Firm / Franklin Street Property LLC	415 Clay St.	277-6830
2.	First Bank by [Signature]	602 Main St	247-7928
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4.	[Signature]	622 Main Street	266-1838
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1 .	Jessica & Jeff Marsh	408-412 Main Street	319-269-8309
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	Jay Knapik/Gary Kelley	226 <sup>Thurs north Drive</sup> MAIN ST, CF.	319-404-4210
2.	Wendy Wagner (self. resp.)	28 <sup>Drummet - bradshaw/way</sup> MAIN ST, CF.	319-404-8550
3.	Brian Bammul	318 <sup>Penny Leates</sup> MAIN ST, CF.	319-266-2644
4.	Johna Peterson	311 <sup>ICM Financial</sup> MAIN ST, CF.	319-290-2212
5.	Jan Earl	422 <sup>Rechtel and Leonard</sup> MAIN ST	319-230-7112
6.	Mike Silantzi	613-616 <sup>Rechtel and Leonard</sup> MAIN ST, CF.	319-266-3525
	<del>James Allen, 201 Main St</del>	<del>319-266-0828</del>	
	<del>James Strub, 401 Main St</del>	<del>319-504-1016</del>	
9.	Thomas Kelly	600 State 521 <sup>Clay</sup> CLAY	319-277-9355
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.		100 E. 2nd	319-277-0007
2.	Frige, New District	200 5th	
3.	"	250 5th	
4.	"	300 5th	
5.	"	302 Main	
6.	"	123 W. 3rd	
7.	"	115-119 Main	
8.	"	112 Washington	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1.	 PC Real Estate, LLC	310 Main Street	
2.	 PC Real Estate, LLC	312 Main Street	
3.	 PC Real Estate, LLC	314-316 Main Street	
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Petition for Renewal of the  
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	NAME	ADDRESS	PHONE
1 .	Ann Eastman	827 Westwood Drive CF	319-269-7766
2 .		365 main Street	
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Mimi A Rice	116 & 118 Main St	(319) 961-0856
2.	DAVID FARRIS	209 STATE ST	319 961-8078
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## FOR REESTABLISHMENT OF CEDAR FALLS DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID) 2022

Parcel Number	Primary Owner	Situs	Assessed Value	Name	Attention	Address	City	State	Zip
891412188004	305 MAIN STREET LLC	305 MAIN ST	113,576	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188004	305 MAIN STREET LLC	305 MAIN ST	170,364	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	106,820	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	198,380	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412333005	323 PROPERTIES LLC	517 WASHINGTON ST	378,220	323 PROPERTIES LLC		1628 W 6TH ST	STORM LAKE	IA	50588
891412251003	ADW LLC	102 MAIN ST	65,341	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412251003	ADW LLC	102 MAIN ST	145,439	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	203,729	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	259,291	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412406010	ALLTELL	504 BLUFF ST	118,580	DUFF AND PHELPS LLC		PO BOX 2549	ADDISON	TX	75001
891412179001	ARABELLA LLC	102 CLAY ST	2,393,560	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	893,802	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	1,735,028	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179014	ARABELLA LLC		114,040	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	19,088	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	253,602	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412405003	AREA ELECTRIC INC	510 STATE ST	335,470	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	70,976	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	111,014	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412188007	B J S HOLDINGS LLC	311 MAIN ST	327,490	PETERSEN, BRUCE		311 MAIN ST	CEDAR FALLS	IA	50613
891412329001	BATH PROPERTIES LLC	404 WASHINGTON ST	569,540	BATH PROPERTIES LLC		1015 ORCHARD DR	CEDAR FALLS	IA	50613
891412178005	BENDABLE EQUITIES LLC		77,620	BENDABLE EQUITIES LLC		1816 VALLEY HIGH DR	CEDAR FALLS	IA	50613
891412180013	BLACK HAWK HOTEL LLC		59,490	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412180012	BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	378,790	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412252013	BLACK HAWK LODGE NO 65 AF AND AM	216 MAIN ST	386,930	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412252015	BLACK HAWK LODGE NO 65 AF AND AM	214 MAIN ST	294,380	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	91,342	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	162,388	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412126040	BROOMSTICK LODGING LLC	101 W 1ST ST	5,511,220	BROOMSTICK LODGING LLC		2706 JAMES ST	CORALVILLE	IA	52241
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	44,493	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	120,297	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	157,842	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	227,138	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328004	BUILT BY BRADY LLC	409 WASHINGTON ST	459,820	BUILT BY BRADY LLC		1026 CARRIAGE LN	CEDAR FALLS	IA	50613
891412338010	CASEYS MARKETING COMPANY		21,190	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412338011	CASEYS MARKETING COMPANY	601 MAIN ST	613,070	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412188013	CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,165,340	CEDAR FALLS COMMUNITY CR UNION		PO Box 1009	CEDAR FALLS	IA	50613
891412184013	CEDAR FALLS TRUST & SAVINGS BANK		19,490	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184014	CEDAR FALLS TRUST & SAVINGS BANK	117 W 3RD ST	106,560	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184015	CEDAR FALLS TRUST & SAVINGS BANK	222 WASHINGTON ST	1,149,500	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412327004	CHEROKEE PROPERTIES LLC		17,820	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412327005	CHEROKEE PROPERTIES LLC	411 CLAY ST	195,390	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412183005	CITY OF CEDAR FALLS	217 WASHINGTON ST	562,980	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	11,189	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	548,241	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412178006	COMMUNITY NATIONAL BANK	312 W 1ST ST	732,100	COMMUNITY NATIONAL BANK		PO Box 1288	WATERLOO	IA	50704
891412401001	D SQUARED II LLC	402 MAIN ST	510,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401002	D SQUARED II LLC	109 E 4TH ST	120,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	84,915	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	189,005	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412337015	DOLLYS RENTALS LLC	604 CLAY ST	1,473,140	DOLLYS RENTALS LLC		PO Box 128	CEDAR FALLS	IA	50613
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	98,711	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	91,119	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	112,176	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	168,264	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412334009	FARMERS STATE BANK	515 MAIN ST	2,819,980	FARMERS STATE BANK		131 TOWER PARK DR APT 100	WATERLOO	IA	50701
891412251010	FARRIS, DAVID	116 MAIN ST	224,420	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	91,288	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	185,342	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412252022	FARRIS, DAVID A	209 STATE ST	327,750	FARRIS, DAVID A		215 COLORADO RD	CEDAR FALLS	IA	50613
891412401018	FENCL,DANIEL D TRUST	422 MAIN ST	506,790	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	50613

891412401019	FENCL,DANIEL D TRUST		181,280	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	50613
891412407001	FIRST NATIONAL BANK OF CF	602 MAIN ST	2,047,550	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407004	FIRST NATIONAL BANK OF CF		125,020	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407005	FIRST NATIONAL BANK OF CF		50,540	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407006	FIRST NATIONAL BANK OF CF		100,460	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412178001	FN AND R RENTAL LLC	320 W 1ST ST	296,880	F N & R RENTAL LLC	C/O DANIEL L RUBENDALL	765 PROSPECT BLVD	WATERLOO	IA	50701
891412251007	FORE INVESTORS LLC	110 MAIN ST	106,481	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251007	FORE INVESTORS LLC	110 MAIN ST	153,229	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412329009	FOUR HUNDRED ELEVEN MAIN L C	415 MAIN ST	190,410	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412329016	FOUR HUNDRED ELEVEN MAIN L C	411 MAIN ST	281,000	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412327006	FRANKLIN STREET PROPERTY L C	415 CLAY ST	794,570	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327007	FRANKLIN STREET PROPERTY L C		46,070	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327011	FRANKLIN STREET PROPERTY L C		35,280	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327013	FRANKLIN STREET PROPERTY L C		6,730	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412329002	FREESE FRAME LLC	116 W 4TH ST	160,500	FREESE FRAME LLC		1613 GREEN CREEK RD	CEDAR FALLS	IA	50613
891412179012	GREAT WESTERN BANK	205 W 2ND ST	1,005,100	GREAT WESTERN BANK		225 S MAIN AVE	SIoux FALLS	SD	57104
891412408003	H & H ENTERPRISES LLC	602 STATE ST	255,480	H & H ENTERPRISES LLC		602 STATE ST	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	6,144	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	116,746	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406006	HARTING,KENNETH & DEBRA TRUST		34,920	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412338001	HI YIELD LLC		35,390	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338006	HI YIELD LLC		56,380	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338007	HI YIELD LLC	123 W 7TH ST	566,090	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	106,494	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	197,776	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	118,537	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	201,833	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412333006	IEHL, CALVIN R	211 W 6TH ST	972,130	IEHL, CALVIN R		4219 EASTPARK RD	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	20,459	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	33,381	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252009	JJ LAND L C	112 E 3RD ST	221,210	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252011	JJ LAND L C	224 MAIN ST	236,380	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252012	JJ LAND L C	222 MAIN ST	294,570	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252010	K GROUP L C	226 MAIN ST	258,780	K GROUP L C		2204 VALLEY PARK DR	CEDAR FALLS	IA	50613
891412332007	KEL MAR LC	521 CLAY ST	154,310	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412408019	KEL MAR LC	600 STATE ST	423,090	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412407003	KNUTSON, AARON M	622 MAIN ST	327,450	KNUTSON, AARON M		622 MAIN ST	CEDAR FALLS	IA	50613
891412254007	KOEPPEL, ALLEN D	116 E 4TH ST	105,080	KOEPPEL, ALLEN D		2501 TIMBER DR	CEDAR FALLS	IA	50613
891412188002	LAUBER, MERLYN D	301 MAIN ST	278,090	LAUBER, MERLYN D		1815 WINTER RIDGE RD	CEDAR FALLS	IA	50613
891412187002	LINCOLN SAVINGS BANK	301 WASHINGTON ST	685,000	LINCOLN SAVINGS BANK		PO Box E	REINBECK	IA	50669
891412252003	LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	328,610	LINDERBAUM REAL ESTATE LLC		2725 GLEN OAKS DR	CEDAR FALLS	IA	50613
891412180001	M AND D REAL ESTATE 2 L L C	122 W 1ST ST	439,530	M AND D REAL ESTATE 2 L L C		3058 HUNTINGTON DR	DUBUQUE	IA	52001
891412180007	MAIN STREET HOTELS LC	115 MAIN ST	1,141,570	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412180008	MAIN STREET HOTELS LC	119 MAIN ST	339,730	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412184006	MAK INC	207 MAIN ST	214,730	MAK INC		20995 487TH LN	MC GREGOR	MN	55760
891412401010	MARSH, JEFFREY J	412 MAIN ST	185,720	MARSH, JEFFREY J		116 SUMMIT DR	CEDAR FALLS	IA	50613
891412187005	MERESHON RENTALS LLC	320 CLAY ST	161,980	MERESHON RENTALS LLC		3012 ROWND ST	CEDAR FALLS	IA	50613
891412333003	MJ THOMPSON RENTALS LLC	503 WASHINGTON ST	162,670	MJ THOMPSON RENTALS LLC		503 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184008	MMC PROPERTIES LLC	213 MAIN ST	311,550	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184009	MMC PROPERTIES LLC	215 MAIN ST	375,540	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184010	MMC PROPERTIES LLC	217 MAIN ST	407,320	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	188,681	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	307,849	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	153,303	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	250,127	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	85,305	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	151,655	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	85,113	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	158,067	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	110,530	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	205,270	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252019	MMC PROPERTIES LLC	206 MAIN ST	305,770	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252023	MMC PROPERTIES LLC	210 MAIN ST	996,670	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613

891412401003	MMC PROPERTIES LLC	115 E 4TH ST	773,490	MMC PROPERTIES LLC	PO Box 188	CEDAR FALLS	IA	
891412401005	MMC PROPERTIES LLC		109,900	MMC PROPERTIES LLC	PO Box 188	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	200,391	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	541,799	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	102,844	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	208,806	NAB INVESTMENTS LLC	315 MAIN ST	CEDAR FALLS	IA	50613
891412405002	NATVIG, CHRISTINA M	506 STATE ST	68,580	NATVIG, CHRISTINA M	5043 NORDIC RIDGE DR	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	77,339	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	406,031	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412252021	NLN INVESTMENTS LLC	203 STATE ST	387,000	NLN INVESTMENTS LLC	3903 PHEASANT DR	CEDAR FALLS	IA	50613
891412178004	OVERMAN NORTH PARTNERS LC	323 W 2ND ST	147,740	OVERMAN NORTH PARTNERS LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412337014	PANTHER BUILDERS LLC	616 CLAY ST	554,380	PANTHER BUILDERS LLC	PO Box 128	CEDAR FALLS	IA	50613
891412186001	PARK PLACE PROPERTIES	324 W 3RD ST	146,330	PARK PLACE PROPERTIES	324 W 3RD ST	CEDAR FALLS	IA	50613
891412254010	PC REAL ESTATE LLC	314 MAIN ST	550,960	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254011	PC REAL ESTATE LLC	312 MAIN ST	331,260	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254012	PC REAL ESTATE LLC	310 MAIN ST	256,400	PC REAL ESTATE LLC	1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412329003	PJ 42 LLC	114 W 4TH ST	70,098	PJ 42 LLC	103 E STATE ST APT 300	MASON CITY	IA	50401
891412329003	PJ 42 LLC	114 W 4TH ST	163,562	PJ 42 LLC	103 E STATE ST APT 300	MASON CITY	IA	50401
891412184016	PRESTIGE WW LLC	205 MAIN ST	492,830	PRESTIGE WW LLC	1304 WASHINGTON ST	CEDAR FALLS	IA	50613
891412334006	RASMUSSEN CHEVROLET CO INC		30,550	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334007	RASMUSSEN CHEVROLET CO INC		36,310	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334010	RASMUSSEN CHEVROLET CO INC	508 WASHINGTON ST	522,920	RASMUSSEN CHEVROLET CO INC	9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	25,219	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	36,291	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412338009	RICHARDSON FUNERAL HOME INC		53,840	RICHARDSON FUNERAL HOME INC	PO Box 542	CEDAR FALLS	IA	50613
891412401015	RICKARD, CLARK J	415 STATE ST	457,860	RICKARD, CLARK J	903 MAIN ST	CEDAR FALLS	IA	50613
891412401016	RICKARD, CLARK J		25,730	RICKARD, CLARK J	903 MAIN ST	CEDAR FALLS	IA	50613
891412179013	RICKARD, KURT D	110 CLAY ST	185,410	RICKARD, KURT D	223 W 2ND ST	CEDAR FALLS	IA	50613
891412254001	RIVER PLACE PROPERTIES II LC	302 MAIN ST	204,820	RIVER PLACE PROPERTIES II LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254002	RIVER PLACE PROPERTIES II LC	123 E 3RD ST	69,980	RIVER PLACE PROPERTIES II LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412253046	RIVER PLACE PROPERTIES LC		166,060	STATE STREET MIXED USE LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	110,026	SC AND B PROPERTIES LLC	318 MAIN ST	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	233,804	SC AND B PROPERTIES LLC	318 MAIN ST	CEDAR FALLS	IA	50613
891412188010	SCHILLING, TIMOTHY	319 MAIN ST	217,040	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188011	SCHILLING, TIMOTHY	321 MAIN ST	251,080	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188012	SCHILLING, TIMOTHY	323 MAIN ST	311,090	SCHILLING, TIMOTHY	319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412180004	SHIMEK, ANDREW	109 MAIN ST	132,790	SHIMEK, ANDREW	827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	120,309	SHIMEK, ANDREW D	827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	166,141	SHIMEK, ANDREW D	827 COMMERCIAL ST	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	101,892	SHIMEK, ROBERTA M	1504 HAMMOND AVE	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	189,228	SHIMEK, ROBERTA M	1504 HAMMOND AVE	WATERLOO	IA	50702
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	98,940	SIMPLE AS 128 LLC	205 E 18TH ST	CEDAR FALLS	IA	50613
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	281,600	SIMPLE AS 128 LLC	205 E 18TH ST	CEDAR FALLS	IA	50613
891412329004	SKYVIEW LC	401 MAIN ST	1,425,000	SKYVIEW LC	808 DEARBORN AVE	WATERLOO	IA	50703
891412183003	SPINVESTMENTS LLC	201 WASHINGTON ST	652,640	SPINVESTMENTS LLC	201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184001	SPINVESTMENTS LLC		63,370	SPINVESTMENTS LLC	201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328003	SRE HOLDINGS LLC	403 WASHINGTON ST	217,390	SRE HOLDINGS LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	3,416,139	STATE STREET MIXED USE II LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	4,010,251	STATE STREET MIXED USE II LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,053,235	STATE STREET MIXED USE LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,885,935	STATE STREET MIXED USE LC	200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253092	STATE STREET RESIDENCES LC		464,350	STATE STREET RESIDENCES LC	200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254013	STONE AND TERRACE LLC		97,190	STONE AND TERRACE LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412254014	STONE AND TERRACE LLC	108 E 4TH ST	277,900	STONE AND TERRACE LLC	2110 FLYNN DR	CEDAR FALLS	IA	50613
891412184007	STRICKLER PROPERTIES LC	209 MAIN ST	389,230	STRICKLER PROPERTIES LC	ATTN: DAVID STRICKLER 209 MAIN ST	CEDAR FALLS	IA	50613
891412329005	T AND T RENTALS L C	407 MAIN ST	488,640	T AND T RENTAL L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329006	T AND T RENTALS L C	409 MAIN ST	382,140	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329012	T AND T RENTALS L C	421 MAIN ST	590,640	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412329017	T AND T RENTALS L C	419 MAIN ST	1,145,600	T AND T RENTALS L C	409 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	26,239	THODES INC	202 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	212,301	THODES INC	202 MAIN ST	CEDAR FALLS	IA	50613
891412188005	TTDAVIS HOLDINGS LLC	307 MAIN ST	305,320	TTDAVIS HOLDINGS LLC	5421 HEDGEWOOD CIR	CEDAR FALLS	IA	50613
891412327002	TURCOTTE INSURANCE & INVESTMENTS		12,880	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	CEDAR FALLS	IA	50613

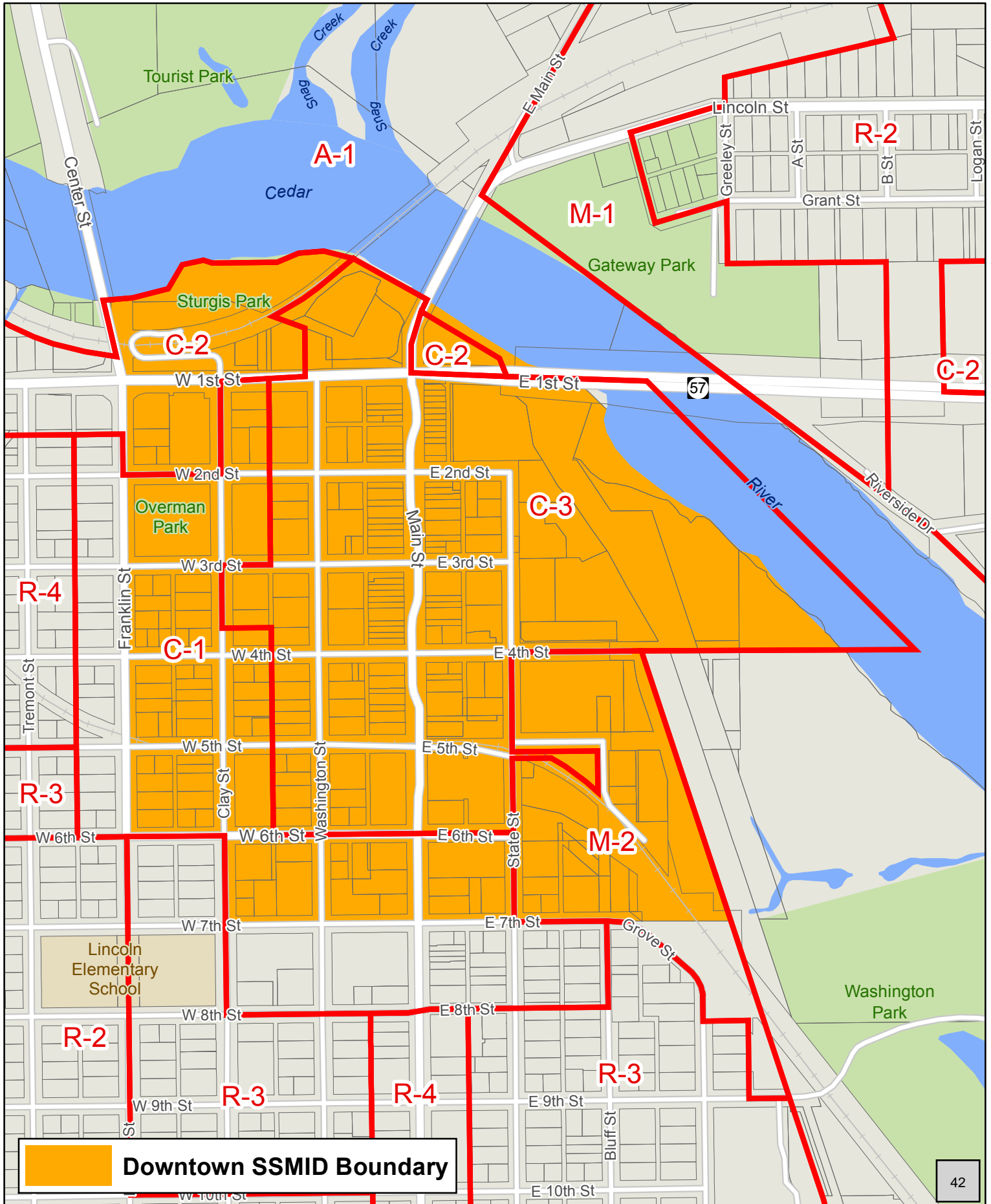


Item 4.

891412327003	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	133,300	TURCOTTE INSURANCE & INVESTMENTS		302 W 4TH ST	CEDAR FALLS	IA	
891412406011	U S CELLULAR OPER CO OF WATERLOO		92,780	DUFF AND PHELPS		PO BOX 2549	ADDISON	TX	75001
891412187004	VAR MIL INC	323 WASHINGTON ST	272,290	VAR MIL INC		216 W 11TH ST	WATERLOO	IA	50702
891412180009	VERA JAMES LLC	123 MAIN ST	138,115	VERA JAMES LLC		1819 PINEHURST LN	WATERLOO	IA	50701
891412180009	VERA JAMES LLC	123 MAIN ST	225,345	VERA JAMES LLC		1819 PINEHURST LN	WATERLOO	IA	50701
891412253015	VIKING PUMP INC		53,670	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412402006	VIKING PUMP INC	406 STATE ST	1,215,600	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412408017	VIKING PUMP INC		600	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412408020	VIKING PUMP INC	222 E 7TH ST	244,700	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412406004	WILLHITE, BECKY J TRUST		620	WILLHITE, BECKY J TRUST		2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
891412406009	WILLHITE, BECKY J TRUST	508 BLUFF ST	113,370	WILLHITE, BECKY J TRUST		2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
		99 TOTAL PROPERTY OWNERS	80,281,290	TOTAL ASSESSED VALUE					
		47 SIGNATURES	49,173,570						
		47.47% REPRESENTS	61.25%						
		OF TOTAL NUMBER OF OWNERS		OF TOTAL ASSESSED VALUE					

# Downtown Self Supporting Municipal Improvement District (SSMID)

Item 4.



RE: 516 Bluff Street

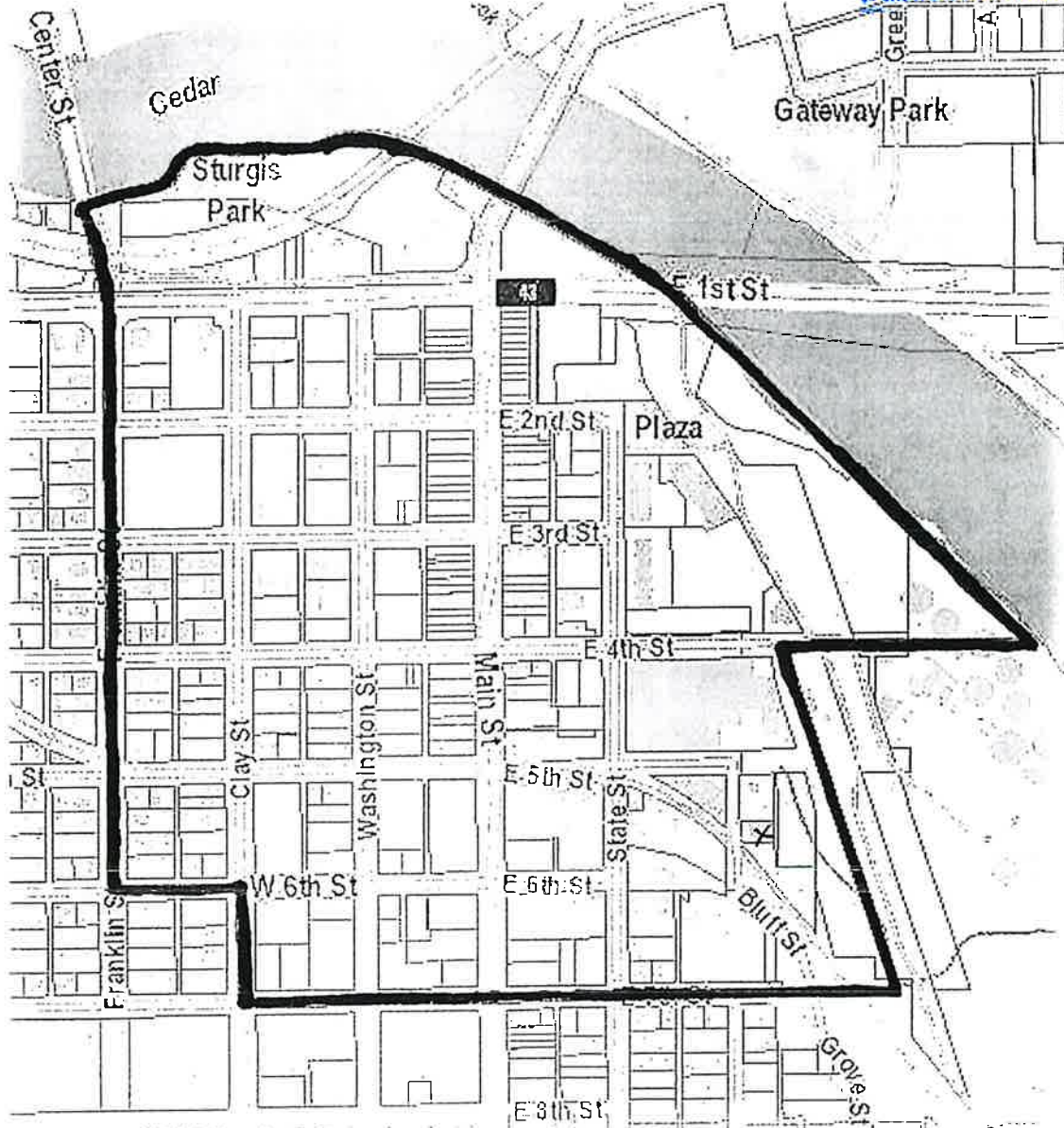
Downtown Self-Supporting Municipal Improvement District (SSMID)

Boundaries (2022-2027)

RECEIVED

NOV 19 2021

Public Records Division



according to the Cedar Falls St. Dept. we don't exist. When they  
 passed Bluff St. they stopped at our property line. So take  
 us off your Special Tax for downtown. Have any questions  
 call me @ 319-243-0862

*Robert Hanley*

Prepared by: Jacqueline Danielsen, MMC, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REPEALING DIVISION 2, DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT, OF ARTICLE X, MUNICIPAL IMPROVEMENT DISTRICTS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 2, DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT WITHIN THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA;

*Section 1.* Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, of Article X, Municipal Improvement Districts, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, is enacted in lieu thereof:

**DIVISION 2. DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT**

**Section 2-1053. Created; purpose.**

There is hereby created in the city a self-supported municipal improvement district as defined in Chapter 386 of the 2021 Code of Iowa (referred to in this Article as "the Act"), the name of which district shall be the "Downtown Cedar Falls Self-Supported Municipal Improvement District" (sometimes referred to in this article as the "district"), the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by the Act, and the performance of administration, redevelopment and revitalization of the district, as authorized by the Act.

**Section 2-1054. Boundaries.**

The district shall include all property within the following described boundaries:

That part of Section 12, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County Iowa described as beginning on the centerline of Franklin Street at its intersection with the southerly bank of the Cedar River; thence southerly along said centerline of Franklin Street to the centerline of 6th Street; thence easterly along said centerline of 6th Street to the centerline of Clay Street; thence southerly along said centerline of Clay Street to the centerline of 7th Street; thence easterly along said centerline of 7th Street to the former

westerly right of way line of the former Chicago and North Western Transportation Company; thence northerly along said former westerly right of way line to the centerline of 4th Street; thence easterly along said centerline of 4th Street to the westerly bank of the Cedar River; thence northerly and westerly along the westerly and southerly bank of the Cedar River to the point of beginning.

**Section 2-1055. Benefit determined.**

It is found and determined that the owners of all of the property within the district have a present and potential benefit from the condition, development and maintenance of the district and that all of the property within the district is related by virtue of its location within the district.

**Section 2-1056. Operation fund created; purpose.**

Pursuant to the provisions of Iowa Code 386.8, there is established and created a self-supported improvement district operation fund, which shall be known as the "Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund" (and which is referred to in this Article as the "operation fund"), for which operation fund the city may certify taxes (the "operation tax") each year commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2022, and continuing through the fiscal year ending June 30, 2027, for the purpose of paying such expenses of the district as are authorized by the Act, including, but not limited to, the administrative expenses of the district and part or all of the maintenance expenses of improvements or self-liquidating improvements, as defined by the Act, for a period of five years.

**Section 2-1057. Operation Tax.**

The operation tax levied in any one year, as provided in section 2-1056, shall be at a rate not to exceed five dollars and eighty-three cents (\$5.83) per one thousand dollars (\$1,000.00) of taxable value of the property within the district.

**Section 2-1058. Copies on file.**

The City Clerk shall cause a copy of the ordinance codified in this article to be filed in the Office of the Black Hawk County Recorder and in the Office of the Black Hawk County Treasurer.

INTRODUCED: \_\_\_\_\_ December 6, 2021

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 3, 2021  
**SUBJECT:** The Vault, LLC - Partial Property Tax Exemption  
 6100 Production Drive in Cedar Falls Industrial Park

On December 16, 2019, City Council approved a Development Agreement with The Vault, LLC for a new 27,500 square foot storage and office facility located within the Cedar Falls Industrial Park. Work on the \$1,250,000 new building at 6100 Production Drive began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council in December of 2019, the City of Cedar Falls committed to the following actions:

1. Transfer of Lot 1 of West Viking Road Industrial Park Phase I to The Vault, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in December 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,250,000 valuation of The Vault, LLC building, 10% commercial/industrial valuation rollback, and the FY22 tax rate of \$33.01/\$1,000 valuation (**\$37,132 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$27,849	\$9,283
Year 2	60%	\$22,279	\$14,853
Year 3	45%	\$16,709	\$20,422
Year 4	30%	\$11,139	\$25,992
Year 5	15%	<u>\$5,570</u>	<u>\$31,562</u>
		\$83,546	\$102,112

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

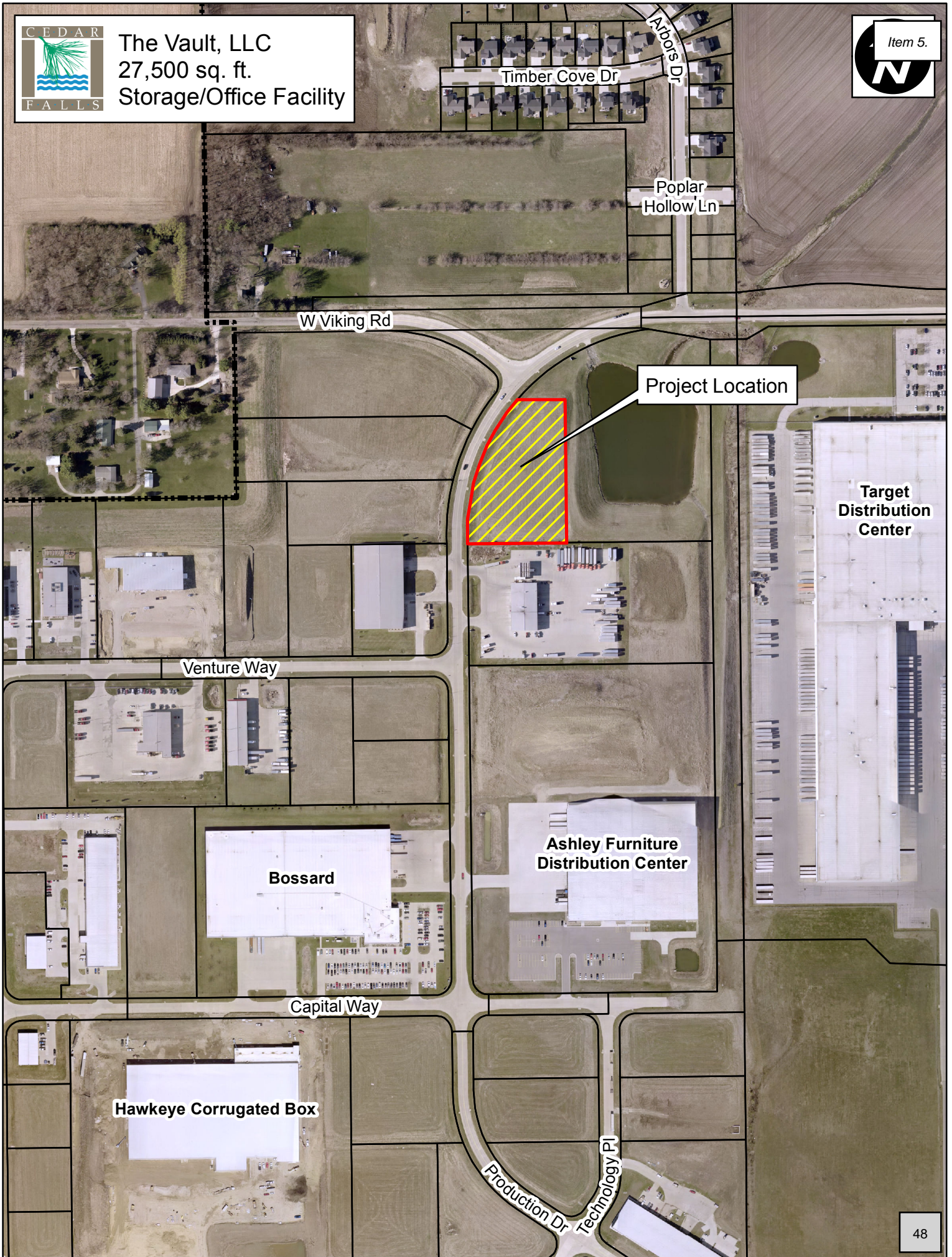
1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 27,500 square foot storage and office facility constructed on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator  
Rob Schuerman, The Vault, LLC



The Vault, LLC  
27,500 sq. ft.  
Storage/Office Facility





Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

### **ORDINANCE NO. 3000**

**AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 27,500 SQUARE FOOT INDUSTRIAL USE STORAGE/OFFICE FACILITY CONSTRUCTED ON PROPERTY OWNED BY THE VAULT, LLC, LOCATED AT 6100 PRODUCTION DRIVE, CEDAR FALLS, IOWA**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, The Vault, LLC, will complete and own an approximate 27,500 square foot industrial use storage/office facility by December 31, 2021, constructed on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 15<sup>th</sup> day of November, 2021, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:**

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 27,500 square foot industrial use

storage/office facility to be constructed by The Vault, LLC, on property owned by The Vault, LLC, located at 6100 Production Drive, Cedar Falls, Iowa, legally described as:

**Lot 1, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less),**

by December 31, 2021, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: \_\_\_\_\_ November 15, 2021

1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 15, 2021

2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 6.

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
FAX 319-268-5126

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** November 16, 2021  
**SUBJECT:** Sewer Rate Increases

On September 20<sup>th</sup> a presentation was made at the Committee of the Whole Meeting that outlined the use of ARPA funding, the nutrient reduction treatment facility upgrades, and the proposed sewer rate increase study. Staff outlined the proposed increase of 7% each year for the next 5 years and the impacts of those increases on the average home. The Council voted unanimously to direct staff to draft an ordinance to establish the sewer rate increases as presented. The attached ordinance implements the proposed rate increases.

If you have any questions regarding the ordinance, please feel free to contact me.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 24, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Sec. 1. Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

## **ARTICLE II. SEWERS AND SEWAGE DISPOSAL**

### *DIVISION 1. GENERALLY*

#### **Sec. 24-37. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contributor* means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

*Sewage disposal plant* means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

*Sewer rental* means any and all rates, charges, fees or rentals levied against and payable by contributors.

*Water reclamation manager* means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

(Ord. No. 2924, § 27-26, 6-4-2018)

#### **Sec. 24-38. Water reclamation division.**

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

(Ord. No. 2924, § 27-27, 6-4-2018; Ord. No. 2943, § 6, 6-3-2019)

#### **Sec. 24-39. Supervision of sewage disposal plant.**

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

(Ord. No. 2924, § 27-28, 6-4-2018)

**Sec. 24-40. Sewage rental fund.**

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the "Sewer Rental Fund," and shall be paid out by ~~the controller/city treasurer~~him.

(Ord. No. 2924, § 27-29, 6-4-2018)

**Sec. 24-41. General rental fees.**

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

CITY OF CEDAR FALLS  
SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
<del>July 1, 2018</del>	<del>\$18.52 per 200 cubic feet of water used</del>	<del>\$3.32 per 100 cubic feet of water used</del>
<del>July 1, 2019</del>	<del>\$19.45 per 200 cubic feet of water used</del>	<del>\$3.49 per 100 cubic feet of water used</del>
<del>July 1, 2020</del>	<del>\$20.42 per 200 cubic feet of water used</del>	<del>\$3.66 per 100 cubic feet of water used</del>
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used
<u>July 1, 2022</u>	<u>\$22.94 per 200 cubic feet of water used</u>	<u>\$4.11 per 100 cubic feet of water used</u>
<u>July 1, 2023</u>	<u>\$24.55 per 200 cubic feet of water used</u>	<u>\$4.40 per 100 cubic feet of water used</u>
<u>July 1, 2024</u>	<u>\$26.26 per 200 cubic feet of water used</u>	<u>\$4.70 per 100 cubic feet of water used</u>
<u>July 1, 2025</u>	<u>\$28.10 per 200 cubic feet of water used</u>	<u>\$5.03 per 100 cubic feet of water used</u>
<u>July 1, 2026</u>	<u>\$30.07 per 200 cubic feet of water used</u>	<u>\$5.39 per 100 cubic feet of water used</u>

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payer of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$43.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.

- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units. For example, a structure with twelve (12) individual dwelling units on one meter would be billed twelve (12) base rates that would include up to 24 CCF of water (allocating 2 CCF per dwelling unit). Any usage over 24 CCF of water would be divided by the number of dwelling units (12, in this case) and billed at the same incremental rates listed in subsection (a) of this section.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a

surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

(Ord. No. 2924, § 27-30, 6-4-2018; Ord. No. 2943, § 6, 6-3-2019)

### **Sec. 24-42. Failure to pay rental fees; authority to terminate service.**

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
- (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
  - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.
- (b) Liens.
- (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments
  - (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this article if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
  - (3) Notwithstanding subsection (b)(2) of this section, except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this article, a lien shall not be filed against the land if the premises receiving any of the services described in this article are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this article, the term "premises" includes a mobile home, modular home, or manufactured home as defined in Iowa Code § 435.1.
  - (4) Prior to written notice of intent to certify, a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, rent, rate or rental payments shall be

designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.

- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

(Ord. No. 2924, § 27-31, 6-4-2018)

**Secs. 24-43—24-72. Reserved.**

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

|



**ORDINANCE NO. 3001**

**AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 24, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:**

*Section 1.* Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

**ARTICLE II. SEWERS AND SEWAGE DISPOSAL**

*DIVISION 1. GENERALLY*

**Sec. 24-37. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contributor* means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

*Sewage disposal plant* means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

*Sewer rental* means any and all rates, charges, fees or rentals levied against and payable by contributors.

*Water reclamation manager* means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

**Sec. 24-38. Water reclamation division.**

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

**Sec. 24-39. Supervision of sewage disposal plant.**

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

**Sec. 24-40. Sewage rental fund.**

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the "Sewer Rental Fund," and shall be paid out by the controller/city treasurer.

**Sec. 24-41. General rental fees.**

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

CITY OF CEDAR FALLS  
SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used
July 1, 2022	\$22.94 per 200 cubic feet of water used	\$4.11 per 100 cubic feet of water used
July 1, 2023	\$24.55 per 200 cubic feet of water used	\$4.40 per 100 cubic feet of water used
July 1, 2024	\$26.26 per 200 cubic feet of water used	\$4.70 per 100 cubic feet of water used
July 1, 2025	\$28.10 per 200 cubic feet of water used	\$5.03 per 100 cubic feet of water used
July 1, 2026	\$30.07 per 200 cubic feet of water used	\$5.39 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payer of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$4.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be

verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.

- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units. For example, a structure with twelve (12) individual dwelling units on one meter would be billed twelve (12) base rates that would include up to 24 CCF of water (allocating 2 CCF per dwelling unit). Any usage over 24 CCF of water would be divided by the number of dwelling units (12, in this case) and billed at the same incremental rates listed in subsection (a) of this section.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

**Sec. 24-42. Failure to pay rental fees; authority to terminate service.**

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
- (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
  - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.
- (b) Liens.
- (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments
  - (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this article if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
  - (3) Notwithstanding subsection (b)(2) of this section, except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this article, a lien shall not be filed against the land if the premises receiving any of the services described in this article are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this article, the term "premises" includes a mobile home, modular home, or manufactured home as defined in Iowa Code § 435.1.
  - (4) Prior to written notice of intent to certify, a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the

certification and for no other purpose whatsoever, rent, rate or rental payments shall be designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.

- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

**Secs. 24-43—24-72. Reserved.**

INTRODUCED: \_\_\_\_\_ November 15, 2021

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 15, 2021

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**TO:** City Council  
**FROM:** Mayor Robert M. Green *Robert Green*  
**DATE:** November 18, 2021  
**SUBJECT:** Appointment to the Health Trust Fund Board of Trustees  
**REF:** (a) Code of Ordinances, City of Cedar Falls §2-364

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Russell Curtis for appointment to the Cedar Falls Health Trust Fund Board of Trustees to fill a vacancy of a six-year term ending on 12/31/2026.
2. Mr. Curtis brings a lifetime of public service to the Health Trust Fund Board, including significant service in similar medical foundations. His application shows him to be exceptionally well qualified for this important board role.
3. I also wish to thank Council Member Kelly Dunn, Board Chair Shirley Merner, Past Chair Roger White, and Staff Liaison Jennifer Rodenbeck for their excellent service as the Selection Committee for this board appointment.
4. Please contact me if you have any questions about the above nomination.

Encl: (1) Mr. Russell Curtis - General Application and Candidate Questionnaire

Xc: City Administrator  
Director, Finance and Business Operations

###



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 7.

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Russell E Curtis** Gender: **M** Date: **August 12, 2021**  
First MI Last

Home Address: **5416 Caraway Lane, Cedar Falls, IA 50613** Home Phone: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail Address: **recurtis@cfu.net** Cell Phone: **(319)230-2247**

Employer: **Retired** Position/Occupation: **Banker**

If Cedar Falls resident, length of residency: **27 years** City Ward: **2**  I have a LinkedIn Profile

### DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

### COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

**I have served on the boards and in leadership capacities for the following organizations - Cedar Falls Community Foundation, Cedar Falls Historical Society, Exceptional Persons Foundation, WCF Symphony and the MercyOne Cedar Falls Foundation. I am an active member of Nazareth Lutheran Church. After practicing law for 2 years, I spent the remainder of my professional career in Wealth & Trust Management, most of which was with US Bank. I retired in 2014.**

### QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

**My professional preretirement experience with US Bank Wealth Management has provided me expertise and insights that would be beneficial to the Health Trust Board. I have been a member of the Iowa Bar since 1972. The breadth and longevity of my community involvement has provided me with a thorough understanding of our community and its priorities and needs.**

### MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

**Service on the Health Trust Board will afford me an opportunity to continue to serve our community. Community service has been always been a priority for me. I believe that the skills and insights provided by my professional and community involvements will of benefit to the Health Trust Board.**

### POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**I served for many years on the Sartori Healthcare Foundation Board (now MercyOne) and am currently an emeritus member of that board.**

# HEALTH TRUST FUND BOARD CANDIDATE QUESTIONNAIRE

Item 7.

Name: *Russell E. Curtis*

Date: *August 12, 2021*

Can you attend board meetings quarterly on 2<sup>nd</sup> Thursdays at 7:30am at City Hall?  Yes  No

**1. Why are you interested in becoming a Health Trust Fund Board member?**

I have been actively involved in the community since moving to Cedar Falls 27 years ago. I have served on the boards and in leadership capacities for a wide variety of organizations in the community, including the Cedar Falls Community Foundation, Cedar Falls Historical Society, Exceptional Persons Foundation, WCF Symphony and the Mercy One Cedar Falls Foundation. I have also been an active member of my church, Nazareth Lutheran. Membership on the Health Trust Board will be a way for me to continue to serve our community. My professional preretirement experience with US Bank Wealth Management has provided me with expertise and insights that would be beneficial to the Health Trust Board.

**2. What health services would you like to see expanded in the Cedar Valley?**

The shortage of health care workers will continue to be a pressing need. A discussion regarding how the Health Trust might be able to provide support to the recruitment and training of health care workers would be appropriate. A discussion would also be appropriate regarding how to provide more preventive health care services to individuals with limited financial resources within our community.

**3. This Board reviews grant applications from health care providers. What is your background and experience in grant application review?**

I participated in grant application reviews as a member of the Cedar Falls Community Foundation Executive Committee (6 years) and the Sartori Healthcare Foundation Board (18 years)

**4. This Board deliberates on the definition of health care providers in the community. How do fitness programs, exercise facilities and similar services fit into your definition of health care?**

The priority of the Health Trust Board should continue to be the maintenance and enhancement of quality medical and technological infrastructure in Cedar Falls. While I am not opposed to a consideration of grants for fitness programs, exercise programs and similar services, such grants should have a lower priority.

**5. How is Mercy One – Cedar Falls Medical Center important to the Cedar Falls community?**

The citizens of Cedar Falls have easy access to quality medical care combined with fast response to critical medical needs because of the presence of the Medical Center in our community. The Medical Center is also a tremendous economic asset to our community.

**6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Health Trust Fund Board.**

I served for many years on the Sartori Healthcare Foundation (now Mercy One) and am currently an emeritus member of the Foundation Board.



**Committee of the Whole**  
Cedar Falls Council Chambers  
November 15, 2021

The Committee of the Whole met at City Hall at 5:45 p.m. on November 15, 2021, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Main Street Reconstruction and Right of Way, and introduced Chase Schrage, Director of Public Works. Mr. Schrage gave a brief overview of the 2017 Main Street traffic study and then introduced Aaron Moniza, Foth Senior Client Manger. Mr. Moniza gave an overview of design alternatives for 6<sup>th</sup> Street that included a traffic signal versus a roundabout and the pros and cons of each alternative, level of safety, and a life cycle cost comparison. Mr. Moniza asked for questions from Council. Mayor Green asked the difference between a traditional roundabout and a compact one; Mr. Moniza stated a compact roundabout is 90' diameter and a traditional one is 100' in diameter and the 6<sup>th</sup> Street intersection is an ideal location for a compact one due to minimal speeds. Councilmember deBuhr inquired about the accidents at 6<sup>th</sup> and Main Street; Mr. Moniza stated within the Main Street corridor the 6<sup>th</sup> and Main intersection has the largest number of injury accidents and has had an average of 1 accident per year for the last decade. Councilmembers voiced concerns about the loss of 10-13 parking stalls at the Library. Councilmember Miller asked the value of the parking stalls; Mr. Moniza stated \$2,000 per parking stall. Councilmember Sires wants to keep the parking stalls at the Library. Councilmember deBuhr asked about the impact to the gas station at 6<sup>th</sup> and Main; Mr. Moniza stated it would be a small impact and alternative solutions for customers would be given, similar to University Avenue construction. Councilmember Miller asked about cost of parking stalls within a parking ramp; Jennifer Rodenbeck, Director of Finance and Business Operations, stated quotes for parking ramp stalls are estimated to be between \$40,000-\$50,000 per stall. Councilmember Kruse suggested angled or parallel parking options at the Library. Mr. Moniza reviewed the potential right-of-way impacts at 6<sup>th</sup> & Main Street, 12<sup>th</sup> Street, 18<sup>th</sup> Street, 20<sup>th</sup> & 21<sup>st</sup> Streets and Seerley Boulevard. Mr. Moniza gave an overview of the schedule: design Contract – July 2021, design work has begun; December 6, 2021 – set public hearing to undertake a public improvement project and to authorize acquisition of private property; December 20, 2021 – public hearing on right-of-way; bid letting – December 2022; construction begins – Spring 2023. Mr. Schrage asked for questions from Council and stated that staff is looking for direction from Council; motion to proceed into final design for a roundabout at 6<sup>th</sup> Street (consultant recommendation). Mr. Schrage stated that right-of-way acquisitions can take up to 12 months. Councilmember Miller asked about shared parking at First National Bank; Mr. Schrage stated we can look at options like downsizing the medians to have additional angled parking and potential reduce the loss of parking stalls to 5 or 6, but will not know until the final design process is started. Councilmember Miller motioned to move forward with final design; Councilmember Darrah seconded. Motion carried. Councilmembers Dunn, Sires and Harding expressed concerns with loss of Library parking; Mr. Moniza stated they will try to minimize loss of parking in final design stages. Mr. Schrage stated that more communities are moving towards the compact roundabouts. Councilmember deBuhr asked about truck traffic being restricted; Mr. Moniza stated the center of the roundabout will be raised and conducive for truck traffic, no green space will be in the middle of the roundabout.

Mayor Green introduced the second item of the agenda, FY2021 Audit Report, and introduced Lisa Roeding, Controller/City Treasurer. Ms. Roeding thanked the Finance Department and stated it took 780 staff hours to complete this process. Ms. Roeding reviewed the FY2021 Comprehensive Annual Financial Report and stated the City is required to publish a complete set of audited financial statements presented in accordance with generally accepted accounting principles. Ms. Roeding stated the auditors reviewed and tested various things and gave an

unmodified or clean opinion; the unmodified opinion is the highest audit assurance that you can receive on your financial statements. She explained the Management's Discussion and Analysis section provides a narrative from the management prospective and analytical overview of the City's financial statements. Ms. Roeding reviewed the Schedule of Expenditures of Federal Awards, stating the City had 11 federally funded grants totaling about \$3 million in expenditures. Ms. Roeding stated that for FY2020 the City of Cedar Falls received a Certificate of Achievement of Excellence for financial reporting from the Governmental Finance Officers Association. Ms. Roeding explained the FY2021 report will be filed with the State Auditor's office as required by Iowa Code and it will be posted on the City's website. Councilmember deBuhr stated the City has received the Certificate of Achievement of Excellence for the last 31 consecutive years; outstanding work and we thank you.

There being no further discussion, Mayor Green adjourned the meeting at 6:46 p.m.

Minutes by Kim Kerr, Administrative Supervisor



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

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**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** November 29, 2021  
**SUBJECT:** Departmental Monthly Reports Submission – October 2021

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



October 2021

**OCTOBER 2021 MONTHLY REPORTS**  
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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
OCTOBER 2021**

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$47,136,370 invested in CD's and \$42,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$3,500,000.00
CD's Purchased	1	\$3,254,370.00
PFMM Deposit	2	\$11,000,000.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$27,870.94

**FY21 Audit**

Work on the Comprehensive Annual Financial Report was completed in October and will be submitted to the Government Finance Officers Association (GFOA) under the Excellence in Financial Reporting. The audit report will be presented to the City Council in November.

The state required Annual Financial Report will be filed in November to the State Auditors' Office.

**FY22 Capital Improvements Plan**

All departments were asked to submit their FY2022-2027 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule was started in October and will be presented to the Planning and Zoning Commission and City Council in December/January.

**FY23 Budget**

Budget requests were distributed to departments. The requests will be compiled in November and revenue projections will be completed in December once property tax valuations from the County are received.

**Tax Increment Financing (TIF)**

Information on TIF expenditures started to be compiled in October. This information will be used for certifying TIF debt to Black Hawk County by the required date of December 1<sup>st</sup>. In addition, information for the required state TIF forms was gathered. The forms will be completed in November and will be presented to City Council before filing the report with the Department of Management.

**Miscellaneous Financial Activities**

For October, 47 payroll checks and 686 direct deposits were processed. Accounts receivable were processed and 201 invoices were mailed out to customers. 1,402 transactions for accounts payable were processed and approved by the City Council for payment and 496 checks were mailed out to vendors.

**Benefits & Compensation Activities**

1. A mailing with required annual notices including the annual Medicare creditable coverage notice, CHIP notice, Women's Health and Cancer Rights Notice, and Newborn Mothers Health Protection Notice was prepared and distributed to plan participants. Also included in this distribution was the notice of the City's Privacy Policy practices and HIPAA Special Enrollment Rights notice.
2. An email was sent to all employees informing them how certain vaccines are covered by the City's health insurance plan.
3. Cafeteria benefits plan renewal was initiated with iSolved Benefit Services.
4. Cafeteria open enrollment packets were printed and assembled for distribution.

## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**October 2021**

**SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meetings held October 6<sup>th</sup> and 20<sup>th</sup>
- Regular review of COVID guidelines
- Employee Flu Shot Clinic October 26<sup>th</sup> and 27<sup>th</sup>
- Railroad Protective Liability bound (North Industrial Park)
- Reviewed five contracts/agreements for required insurance
- Review and follow-up of four public events permits
- Implementation continued with One Source The Background Company for employment and tenant background reports.
- Recruitment/Employment tasks related to:
  - FT positions: Administrative Supervisor, Code Enforcement Officer, and Public Safety Officer
  - PT positions: Community Service Officer, Facility Assistant (Community Center), Laborer, Library Assistant and Library Intern, Office Assistant (Tourism), and contracted Custodians
  - Seasonal/Special Purpose/Misc. positions for City Administration, Community Development, Public Safety, and Public Works departments (Public Admin. Intern, Hearst Youth Instructor, Rec. Program & Childcare staff, Rec. Front Desk Receptionist, Police Reserve, Paid On-Call Reserve, and Seasonal Laborers)

**CIVIL SERVICE COMMISSION**

- Preparations and follow up related to the October 6<sup>th</sup> & 20<sup>th</sup> meetings were completed
- Cathy Showalter was appointed at the October 4<sup>th</sup> City Council meeting
- A Code Enforcement Officer list was certified
- Public Safety Officer testing and interviews began in preparation of a certified list to be approved early November
- Administrative Supervisor testing documents were updated, reviewed and approved by Carlson Dettmann, and approved by the Commission

**HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the October 11<sup>th</sup> meeting took place

**RACIAL EQUITY TASK FORCE**

- A report by the Task Force was presented to City Council on October 18<sup>th</sup>. The report contained recommendations that the Task Force has asked Council to review at their upcoming goal setting session.



## Finance and Business Operations Information Systems Division Monthly Report October 2021

### Summary of projects, training and staff activities

- Work on the new dispatch software continues
  - Staff attended three days of training
  - Worked with Central Square for Laserfiche implementation
- Work continues on refreshing technology we received 8 laptops with CARE funding that will be utilized for out Windows 10 Refresh.
- We continue work on the new document management software, the migration out of the old system is complete and we are currently moving documents into the new system.
- The new Recreation Software went live on October 12.
- We continue to work with the Davenport group to migrate Firehouse data into the LAMA database for rental and commercial inspections. This will allow workflow and easier communication between the inspectors and other departments.
- Multi Factor Authentication has been implemented and testing has occurred for remote workers.
- Public Works is installing new security cameras and staff ran new cabling to prepare for the network for the cameras.

### Software Purchase/Installation/Upgrade Activities

- 56 software installations for 11 different departments
- Installed 6 new software for 3 departments
- Purchased new software to allow checks from the Iseries to be saved as PDFs for laserfiche.

### Equipment Purchase/Installation/Upgrade Activities/Repairs

- 32 new pieces of equipment purchased for 7 different departments and inventory.
- 7 new equipment installations for 2 different departments.

### Problem Resolution Activities & Assistance Activities

- 56 problem resolution or assistant activities took place for 12 different departments.

### Graphic Design Activities

- **Hearst Center:** event and exhibition postcards/vinyl, class postcards, image assistance, other event promos, annual campaign letter
- **Tourism:** signs for IHSAA Football Rec: misc. fliers/posters, Wellness program promo
- **Other:** website and social media maintenance/graphics, business cards, promotional/communications graphics, laminating, miscellaneous, mayor's booklet coordination, HPC hunt poster, election graphics, CivicRec/Hearst promo, stormwater flier, gas pump sign, Public Safety name tag

### Channel 15 Programming Activities

- Cable TV Summary of projects
  - Produced 8 public meetings, 5 municipal Candidate Debates, 7 high school sports productions, 3 UNI Media Day Sports Previews and 3 UNI Panther Sports Network production.
  - Staff produced 2 TV Commercials – one for the Cedar Falls Recreation & Fitness Center and one for the IAHSAA State Football Playoffs in the UNI-Dome.

- Produced 2 new City News Shows
- Produced video for mayor for Indigenous Peoples Day and upcoming exhibit at the Hearst Center as part of city declaration for the council meeting.
- Aired 4 new Panther Sports Talk show and 4 University of Iowa “The Heartland” show.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Continued weekly encoding and programming of church services for Public Access.
- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings using Zoom
  - Two Committee of the Whole meeting using Zoom
  - Two Planning & Zoning meeting
  - Two Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Drone flights included:
  - North Cedar Streetscape shots prior to project start
  - George Wyth Trail repair
- Facility Upgrades
  - Continued with audio upgrades at the Community Center.

#### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Worked with EMA, county and vendor staff to begin building new dispatch system
  - Worked with Rec staff to discuss CivicRec update
  - Worked with PD staff to provide data on thefts
  - Worked with Planning staff to discuss downtown character district changes
  - Worked with Admin staff to discuss upcoming redistricting process
  - Worked with county, Waterloo and vendor staff to discuss 2022 aerial photo project
  - Worked with Engineering staff to design potential expansion of Big Woods Campground
  - Worked with Admin staff to coordinate parking counts for the Hill and Downtown
  - Worked with Parks staff to update private tree mailing list
  - Worked with Stormwater staff to evaluate inspection software
  - Worked with Building staff to discuss business address changes in LAMA
- 3 web and database projects were completed for 2 different departments
- Completed 6 different data requests for 4 different entities.
- Provided 10 new maps for 4 different departments.
- Attended training for redistricting process from the SOS
- Attended training for processing LiDAR to create 3D scenes
- Created 14 new addresses.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
October 2021**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

**Traffic Court:**

City Cases Filed: 105 (this number includes both City and State tickets)

Cases Set: 4 (Traffic) 0 (Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 4 agreements
- Additional Human Resources complaint investigations
- Attention to nuisance enforcement
- Chapter 80F training
- Insurance ordinance amendments

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
OCTOBER 2021**

**Public Records Activity**

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings and two Council Committee of the Whole meetings, two Planning & Zoning Commission meetings and one Technical Review meeting. Meeting follow-up communications, minutes and legal documents were drafted, processed and filed.

**Licenses / Permits Processed & Issued**

41	Pet licenses
11	Paw Park permits
3	Public Event permits
10	Liquor licenses and beer/wine permits

Responded to three (3) requests for public records.

Continue to assist Community Main Street with the preparation and process for reestablishing the Downtown Self-Supported Municipal Improvement District (SSMID).

Prepared and submitted FY23 budget requests for the Public Records Division and Parking Enforcement.

The unemployment rates for the month of September 2021 were 3.0% for the Waterloo-Cedar Falls Metropolitan Area, 4.0% in Iowa, and 4.6% in the U.S.

**Parking Activity**

**Enforcement**

1,304 Parking citations issued.  
\$ 1,410.00 Citations paid.

**Permits**

\$ 2,496.00 Parking permits issued (73).

Presented information to City Council regarding public parking and the status and timeline of the completion of the implementation of the Downtown parking study recommendations.

Parking counts were completed in the College Hill and Downtown areas. These counts are being completed in accordance with the recommendations of the parking studies completed for each area.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
OCTOBER 2021**

**Library Activity**

<b>Usage Statistics</b>	<b>August 2021</b>	<b>September 2021</b>	<b>September 2020</b>
<b>Customer Count</b>	11,344	9,761	3,759
<b>Circulation</b>	35,576	31,037	25,740
<b>Event Attendance</b>	77	906	1,750

Special events in October included the following:

- Remembering Tunis Speedway, a collaborative event at Overman Park with UNI's Fortepan Iowa project and local historian Jim Volgarino
- Grady Hendrix, Jocelyn Green, and Linda McCann author talks
- Youth department Spooky Storytime

**Community Center Activity**

Programs at the Community Center included cards, billiards, senior fitness classes, line dancing, and Walking Wednesdays walking club. There were three rentals in October for a stamp club, a fundraiser, and a band.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Oct-21

Total for Month \$4,889,934.00  
 Total for Fiscal Year \$19,742,697.00  
 Total Same Month - LAST YEAR \$7,622,043.00  
 Total for Fiscal Year - LAST YEAR \$50,320,513.00

Construction Type	Monthly Summary					Yearly Summary						
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	5	0	\$1,275,432.00	\$9,702.60	25	0	\$7,933,389.00	\$57,882.20				
Multi-Family New Construction												
Res Additions and Alterations	71	0	\$896,198.00	\$14,150.25	284	0	\$3,842,100.00	\$60,886.00				
Res Garages	6	0	\$140,260.00	\$2,343.00	27	0	\$563,189.00	\$8,061.00				
Commercial/Industrial New Construction												
Commercial/Industrial Additions and Alterations	13	0	\$2,578,044.00	\$17,778.95	35	0	\$4,004,019.00	\$32,085.15				
Commercial/Industrial Garages												
Churches												
Institutional, Schools, Public, and Utility												
Agricultural/Vacant												
Plan Review	8	0	\$0.00	\$10,572.00	23	0	\$0.00	\$24,595.00				
<b>Total</b>	<b>103</b>	<b>0</b>	<b>\$4,889,934.00</b>	<b>\$54,546.80</b>	<b>397</b>	<b>0</b>	<b>\$19,742,697.00</b>	<b>\$202,540.85</b>				

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Oct-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	35	0	\$0.00	\$2,976.50	188	0	\$0.00	\$16,709.30
Mechanical	69	0	\$0.00	\$5,429.00	317	0	\$0.00	\$26,956.00
Plumbing	59	0	\$0.00	\$4,371.50	241	0	\$0.00	\$19,152.00
Refrigeration	1	0	\$0.00	\$350.00	4	0	\$0.00	\$590.00
<b>Total</b>	164			\$13,127.00	750			\$63,407.30

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	4	0	\$0.00	\$600.00
Mechanical					2	0	\$0.00	\$300.00
Plumbing	1	0	\$0.00	\$150.00	1	0	\$0.00	\$150.00
Refrigeration								
<b>Total</b>	2			\$300.00	7			\$1,050.00

<b>Building Totals</b>	103	0	\$4,889,934.00	\$54,546.80	397	0	\$19,742,697.00	\$202,540.85
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<b>Grand Total</b>	269	0	\$4,889,934.00	\$67,973.80	1154	0	\$19,742,697.00	\$266,998.15
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Item 9.

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
October 2021**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on October 13, and October 27, 2021

**October 13, 2021 Meeting**

<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Alex Bower – Robinson Engineering	MU District Site Plan Review – Greenhill Village Car Wash (SP21-012)	Approval	Approved
Owners: Money Pit, LLC and Waterbury Property Investors, LLC Applicant: Echo Development/Brent Dahlstrom; ISG Engineering	West Fork Crossing (PP21- 003) at North of W. 27th Street and east of Union Road for 64 building lots and 29 outlots	Introduce item for discussion	Approval, subject to conditions

**October 27, 2021 Meeting**

<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Owners: Money Pit, LLC and Waterbury Property Investors, LLC Applicant: Echo Development/Brent Dahlstrom; ISG Engineering	West Fork Crossing (PP21- 003) at North of W. 27th Street and east of Union Road for 64 building lots and 29 outlots	Approval	Approval, subject to conditions
Owner/Applicant: LG Companies, LLC(contract buyer)	Preliminary & Final Plat for Creekside Luxury Condos (PP21-005 & FP21-002)	Introduction and Discussion	Continued to the next meeting
Owner/Applicant: LG Companies, LLC(contract buyer)	RP District Site Plan – Creekside Luxury Condos (SP21-010)	Introduction and Discussion	Continued to the next meeting
Community Main Street	Petition to Renew the Downtown SSMID	Approval	Approval

**Group Rental Committee** – A meeting was held on October 5, 2021.

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
3120/3122 Grand Blvd	2	Adam Reth	4/unit 1, 3 unit 2	Pending information for review	10/5/2021	



**Board of Rental Housing Appeals** – No regular meeting was held in October, 2021.

**Board of Adjustment** – No regular meeting held for October

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	10/5/2021	No quorum was present so no official business was conducted, but Brian Heath was there to present and discuss the snow removal plan (map) which discussion was insightful. Staff discussed preliminary impressions from public outreach and the Bike Plan Questionnaire results. Those present also discussed the potential of meeting on another day of the month if it might . Staff provided some possibilities based on available dates on the City Calendar.
College Hill Partnership	10/11/2021	Approved Biannual Report to City Council regarding SSMID and Economic Development Grants. Discussed application for a Community Betterment Grant for additional tables at Pettersen Plaza. Discussed and approved various donation requests for community charity events.
Historic Preservation Commission	10/12/21	The commission provided updates on the "Scavenger Hunt Event" at Hill and discussed moving the event through the month of November. Commission received an update from staff that the gravestone is being worked on and recommend having a photo-op of the project once completed.
Housing Commission	10/12/21	The Commission received an overview of the FFY 2020 CAPER prepared by INRCOG, summary of the 3 <sup>rd</sup> fiscal year within the consolidated 5 year plan. Recommendation approved. Request to Amend the Contract with Eastside Ministerial Alliance Inc. to expand eligibility scope. Motion approved by Commission. Commission provided with updates of CDBG FFY 2021 process and CARES-CV.
Community Main Street Design Committee	10/15/21	There was a scheduled meeting but staff liaison was not able to attend it. Nothing concerning was discussed at the meeting.

Parking Committee –  
Downtown and College Hill

10/5/21

Meeting was to provide update on scheduled quarterly meetings. Discussion about sign updates and parking updates were done. Also updates on communication were provided regarding the parking updates to the citizens.

### **LAND USE INQUIRIES AND PERMITTING**

- 292 general inquiries, including walk-ins, and staff responses with information/assistance.
- 108 land use permits were issued.

### **OTHER PROJECTS FOR OCTOBER INCLUDED:**

- Bike Plan update project is ongoing. Staff completed the public outreach phase of the project and is currently determining what the final map should look like based on public input.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- Downtown zoning code update under review at City Council. COW meeting held on October 4<sup>th</sup> to discuss concerns about public parking. Council approved the second reading of the Downtown Character District Code and rezoning on October 18.
- Resilience Plan draft under staff review.
- The Cedar River Recreation Project going through bid update.
- Flood Buyout process underway. Procuring new property appraisals.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.

### **ECONOMIC DEVELOPMENT:**

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with a business that is potentially looking to relocate and expand in the Cedar Falls Industrial Park.
- Participated in monthly call with IEDA and Quest Site Solutions in regards to Cedar Falls' application for the Certified Site Program.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Met with the City's engineering consultant and development team regarding a project in the City's industrial park.
- Attended online webinar as it relates to brownfield assessment grants.
- Met with an official from a local construction company about current/future projects in Cedar Falls.
- Received Downtown SSMID application and forwarded application to the Planning & Zoning Commission for review and approval.
- Reviewed annual tax increment financing (TIF) materials from Finance prior to submitting to City Council and Black Hawk County for certification.
- Met with Grow Cedar Valley and CFU to discuss current and future economic development projects.

### **CDBG**

- City Council approved the new program for improvement to rental properties serving low/moderate income persons.
- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Housing Commission reviewed the FYY 2020 CAPER Draft and made recommendation to City Council for approval. Staff worked on notices to the paper.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	403	<b>Rent Subsidies (HAP payments)</b>	\$103,044
<b>New Applications Taken</b>	33	<b>Utility Payments</b>	\$ 1,650
<b>Units under Contract</b>	209	<b>Admin Fees</b>	\$ 13,856
<b>Initial Vouchers Issued</b>	6		
<b>Mover Vouchers Issued</b>	2	<b>Lease Up Goal</b>	235
<b>New Admissions</b>	1		

**Ongoing**

- Completed update to the Administrative Plan, preparing to go to Commission.
- Scanning all files into system
- Added new landlords
- Issuing new vouchers/pulling from waitlist

**ADD A DOLLAR REPORT**

There were 4 applications received for utility assistance in October. The program paid out \$1,135.02 in utilities payments for an average of \$283.75 per household. There was a balance of \$28,193.75 as of October 31, 2021.

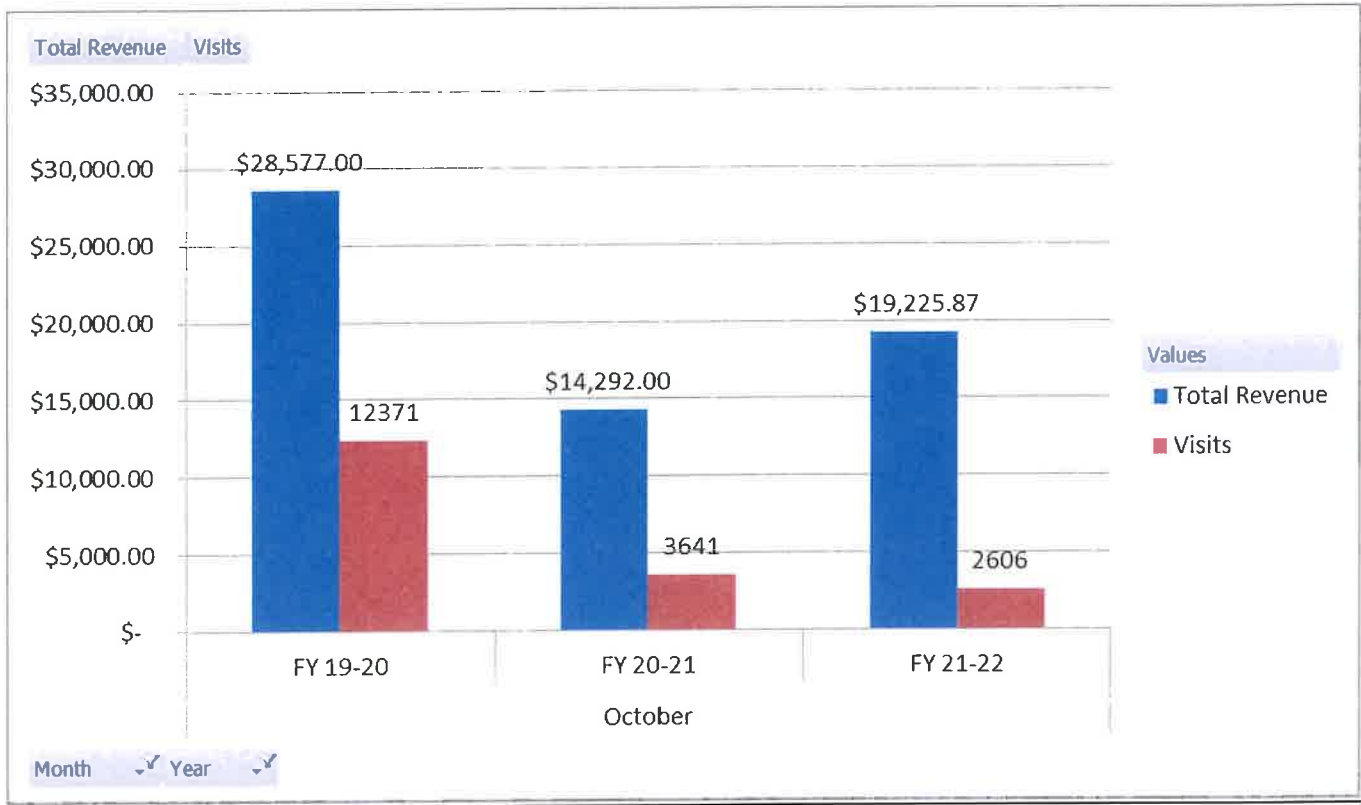
## Recreation & Community Programs October Report 2021



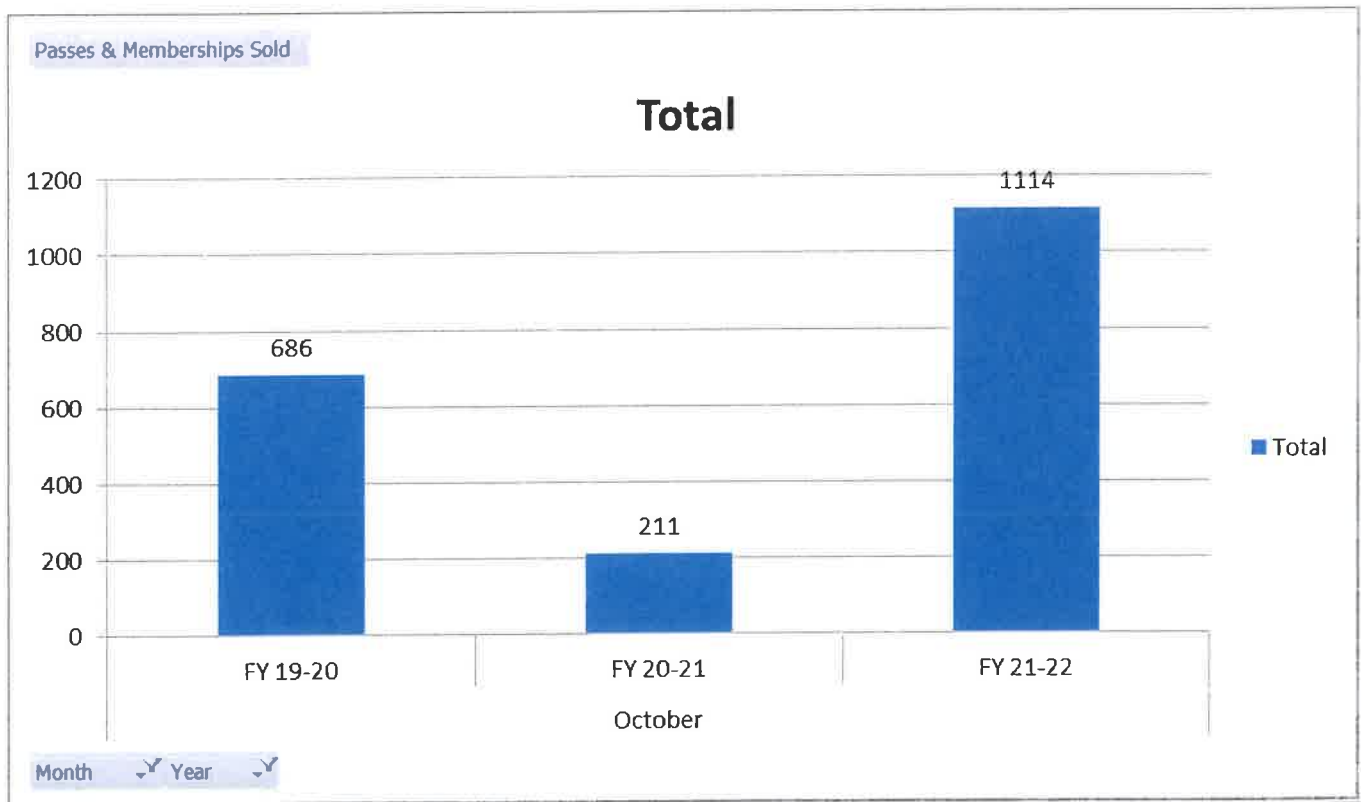
Sincerely,

J.J. Lillibridge  
Recreation and Community Programs Manager

**Recreation Center Revenue & Visits**



**Recreation Membership Packages Sold**



	Prev. Month	This Month	Last Year
	September	October	2020
<b>Recreation Programs</b>			
Fitness Classes Offered	170	169	90
Fitness Class Attendance	1529	1427	483
Personal Training Sessions	98	86	28
Massages	48	42	55.5
Youth Volleyball 3rd & 4th Grade	96	128	51
Youth Volleyball 5th & 6th Grade	96	128	48
Flag Football 1st & 2nd Grade (2.5*wk)	1925	924	384
Flag Football 3rd & 4th grade (2.5*wk)	2825	1130	720
Flag Football 5th & 6th Grade (2.5*wk)	1562.5	750	504
Kindergarten Basketball	-	80	48
1st & 2nd grade Girls Basketball	-	36	48
3rd & 4th grade Boys Basketball	-	64	64
Mon Mix Volleyball (16*#gms)	-	288	168
Wed Womens Volleyball (16*#gms)	-	240	-
Wed Mix Volleyball (16*#gms)	-	144	-
Indoor Park		21	
Child Care		23	
Swim Passes Sold (Winter)	22	4	12
Open Rec Swim/Lap Swim Numbers	563	556	540
Aquatic Program Usage	829	950	1785
Ballfield Rental Hours	163.5	Unknown	93.5
Rentals	24	3	34

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - October 2021



### MEETINGS/CONVENTIONS

- Hosted 3 conferences and events in October including Bands of America at UNI-Dome
- Sales staff secured 2 future events/conferences.
- Sales staff sent 4 proposals, generated 5 new leads and hosted one site visit.
- Sales staff created and marketed Bring It Home campaign to connect with the local business community generating 30 leads for future events.
- Promoted Bring It Home via KWWL and Pixel Labs podcast.
- Attended Strictly Business and UNI Community Fair.

### LEISURE

- A fall themed digital advertising campaign is underway through October.
- Work is underway on the 2022 Cedar Falls / Waterloo Visitor Guide.

### COLLABORATION

- Promoted Cedar Falls Community Betterment Grants on KWWL and secured a mention on KCRG.
- Volunteered at Cedar Valley Sports Commission Halloween Haunts 5K.
- Published Hospitality Highlights newsletter x4 and Notify Me posts x4.
- Attended Iowa Travel Industry Partners board and membership meetings.
- Attended Iowa Tourism Office Strategic Plan listening session.

### ASSET DEVELOPMENT

- Staff attended Power of Travel Day.
- Staff is now using CivicRec, the City's new program for visitor center sales.



	October 2021	September 2021 (last month)	October 2020 (last year)
Visitor Center Traffic	504	573	306
Website Traffic	16,639	8,928	7,243
CedarValley365.com Users	1,132	1,294	1,480
Facebook - Visitor Center	9,099	9,099	9,061
Instagram	2,103	2,082	2,023
LinkedIn – B2B audience	335	324	n/a
Facebook – B2B audience	575	559	n/a
Digital Ad Campaign Impressions	1,872,179	576,912	n/a
Visitor Guide Distribution	966	1,281	1,205
Volunteer Hours	73	47	82

Respectfully Submitted,

*Jennifer Pickar*

Jennifer Pickar, Tourism and Cultural Programs Manager

# CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | October 2021



- We continue to work on the details of a contract with artist Sujin Lim for the River Place Plaza public art project, which will be fabricated by the UNI Public Art Incubator and installed in late fall of 2022.
- The Hearst was awarded \$17,700 in grant funding through the Iowa Arts Council's Arts Marketing Grant opportunity. Funding will be used for two direct mail pieces, a series of billboards, and Iowa Public Radio ads. We are awaiting notice on our application for \$100,000 in federal funding through the National Endowment of the Arts -- American Rescue Plan Grants to Organizations. Award notifications should be made before the end of December.



- The Art and Culture Board met for their annual strategic planning session.
- We installed a new donation kiosk in the lobby of the Hearst Center.
- Heather provided a virtual introduction to the Red House Studios program during the statewide Iowa Placemaking Conference hosted by the Iowa Arts Council.



- We hosted our first Hearst C.A.F.E. (Creative Arts For Everyone) outreach program since COVID. Our art education team led a pumpkin-painting workshop at the CF Community Center.
- We opened two new exhibitions, both featuring work by Meskwaki artists. *Diaspora of Meskwaki Creativity: works by Mary Young Bear, Elleh Driscoll, and Dazegon Kapayou* and *Consequential Narratives: Selected Work by Duane Slick*. Emily provided interviews for both Channel 15 and the *Waterloo Cedar Falls Courier* about the shows.



- The education team was very busy in October hosting the following programs: "Art Day Away" camp, four weeks of Saturday morning youth classes, two workshops with NorthStar Community Services, four sessions of Messy Mornings, and an outreach program at the Community Center.

- The Hearst partnered with Ragged Edge Art Bar and Gallery to host an evening discussion with a local artist, Genel Jumalon. The event was successful and several community members became new Friends of the Hearst.





- On-site public programs in October included a drumming performance, a discussion for our Community Read of *Man's Search for Meaning*, three Author's Festival events with local authors, a performance by the Songbook Trio, a lunchtime concert with UNITUBA, and our monthly Final Thursday Readers Series program.



Images: Dan Perry of PAC helps to determine scale for future public artwork | New donation kiosk at the Hearst Center | Handmade doll by Mary Young Bear | four paintings by Dazegon Kapayou | Pumpkin painting and the Community Center | Genel Jumalon speaks at the Ragged Edge

	Last Month	This Month	Last Year
<b>Hearst Center Usage Statistics</b>	Sept FY22	Oct FY22	Oct FY21
In-Person and Virtual Attendance*	1712	2108	1307
Off-site Ed/Outreach Encounters	0/0	1/8	0/0
Public Programs Offered**	7	8	4
Exhibition walk-in Viewers	278	310	205
Classes/Workshops Offered***	19	17	9
Rentals/Birthday Parties	0/0	2/1	1
Volunteers/# of Hours	7/21	3/10	1/8
Facebook Views	38103	40020	21593
Facebook Followers	2561	2583	2267
Instagram Followers	942	956	588
Ads, videos, press releases, articles	3	5	5
Friends Members/new or renewed	285/2	289/8	271/5

\*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; \*\*includes on-site and virtual programs; \*\*\*includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - OCTOBER 2021**

**Item 9.**

<b>Type</b>	<b>Project No.</b>	<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
Streets	RC-000-3185	2020 Street Construction	Street Repair	Final Out Remains	\$3,385,340.30	Engineering Division PCI
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Streets	SY-000-3009	Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Report Complete	\$2,500,000	IDOT/AECOM Engineering Division
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Construction Underway	\$6,500,000	Engineering Division Snyder & Associates
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Design	\$108,647	Engineering Division
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Construction Underway	\$2,450,000	Snyder K. Cunningham
Storm Water	ST-000-3225	2020 Permeable Alley	Storm Water	Completed	\$2,291,000	Engineering Division Benton's
Streets	RC-059-3196	12th Street and Walnut	Reconstruction	Final Out Remians	\$1,019,448	Engineering Division PCI
Streets	SY-000-3229	27th Street Improvements	Reconstruction	Design	TBD	Engineering Division
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Trails	Construction Underway	\$181,492	OEL/Engineering Division
Streets	RC-362-3212	W. Viking Industrial Park & Viking Road	Reconstruction	Design	TBD	Snyder
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Punch List Remains	TBD	Snyder
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Design	TBD	Water Reclamation/ Snyder
Streets	SC-000-3234	2020 Seal Coat	Street Repair	Final Out Remains	\$250,000	Engineering Division
Streets	SC-000-3272	2021 Seal Coat	Street Repair	Design	\$150,000	Engineering Division
Streets	RC-293-3172	Ridgeway Avenue	Street Repair	Complete	\$1,862,134	Engineering Division PCI
Parking	TBD	College Hill Parking	Resurfacing	Preliminary Design	TBD	Engineering Division
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Design	TBD	Shive Hattery
Streets	RS-000-3243	2020 CFU Street Patching Project	Street and Sidewalk Repair	Completed	\$367,039	Engineering Division/CFU

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - OCTOBER 2021**

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Construction Underway	-----	New Aldea/Fehr Graham
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Construction Underway	-----	CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Final Out Remains	-----	Nelson Construction & Development
MC-000-3011	River Place Addition	New Subdivision	Final Out Remains	-----	Kittrell/AECOM
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
SU-182-5722	Panther West - 1st Addition	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat	-----	ISG
TBD	West Village Townhomes	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - OCTOBER 2021**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Creekside Condos	-----	Under Review	Approved	Fehr Graham Engineering	Under Review
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	CGA	Active
River Rec Area and Bank Improvements	-----	Under Review	Approved	City of Cedar Falls	Under Review
Strickler Properties Development Drive Warehouse	Development Drive	Approved	Approved	CGA	Completed
Trinity Bible Church Addition	125 Orchard Drive	Approved	Approved	VJ Engineering	Active
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Axiom	Active
Aldi's Grocery Store	Brandilynn Boulevard	Approved	Approved	Fehr Graham Engineering	Active

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for October 2021

#### Streets Section:

- Street sweeping has been in full operation for the month
- Storm sewers were cleaned and inspected. Ongoing cleaning of catch basin tops will be performed throughout the fall
- Permanently repaired several temporary utility pavement cuts
- Annual snow and ice control training was performed for all snow removal staff
- Performed several manhole box out repairs
- Repaired sunken concrete on Neola St.

#### Traffic Operations:

- 77 traffic control signs were repaired or replaced
- 21 minor upgrades were made to signalized intersections
- Performed 7 One Call locates at signalized intersections
- Assisted contractor with signal at 1<sup>st</sup> & Hudson
- Repaired illuminated roundabout sign on University Ave.
- Maintained outdoor emergency sirens

#### Fleet Maintenance:

- 953 transactions were recorded through the City's fuel dispensing sites
- Used 13,523 gallons of fuel (6,497 ethanol, 7,026 diesel)
- 127 work orders were processed through the fleet section for the month
- Staff attended snow plow training and assisted with truck set up activity.

#### Public Buildings:

- Completed janitorial inspections of public buildings
- Replaced water heater at fire station on 18<sup>th</sup> & Main
- Trip hazard areas around public buildings were mitigated.

#### Parks:

- Right of way tree planting took place with assistance from Hawkeye Community College and AmeriCorps – 172 trees were planted
- Began winterizing process in parks and public restrooms
- Performed playground inspections and made repairs as necessary
- Staff attended annual snow removal training
- Removed ash trees from city property

#### Cemetery:

- Performed eleven(11) interments – Five (5) Saturday services
- One (1) space sold in Greenwood Cemetery, two (2) in Fairview, four (4) in Hillside Cemetery

#### Refuse:

- 642 tons of residential solid waste was collected. Total of 659 three yard container dumps were recorded. Crews responded to 97 residential bulk item collections
- Crews collected 110 tons of yard waste from curbside cart collection
- The Transfer Station hauled 74 loads of solid waste to the Black Hawk County Landfill totaling 1,041 tons.
- A total of 118 tons of household recyclable material was collected during the month
- 64 tons of scrap, tires, appliances and electronic recyclables was collected.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - OCTOBER 2021

PLANT OPERATIONS

Plant performance was very good for the month of October. All permit requirements were met.

PROJECTS

During wet weather and high volume rain events the sanitary sewer collection system can take in high amounts of clean water. This excess water can be a problem in many different ways. The City has hired a consulting firm to help develop a long term strategy for the removal of this water from the sanitary sewer. One area of great concern is in the Lookout Park neighborhood. The lift station for that area can become overwhelmed in severe wet weather. Some initial work will be conducted this year in this area to help understand more fully how the clean water is entering the system. The goal is to remove as much ground and rain water from the system so that we can avoid the problems the extra water can cause.

INDUSTRIAL PRETREATMENT

A scheduled inspection was conducted at Universal Industries. No violations were found.

BIOSOLIDS

We were able to process 342,000 gallons of material, 128,000 of which was hauled out in liquid form and the remainder treated through our belt filter presses.

A total of 6.9 tons of sand and grit were hauled out of the plant to the landfill in September.

SEWER CALLS AND SERVICE

We received 537 sewer locate requests from the Iowa One Call system, 95 of which were pertinent and required markings by our field staff.

There was one sanitary sewer call received in September and two after-hours lift station calls in September. The calls at lift stations were all minor issues and resolved quickly. There were no issues in the City's main with the sewer call.

We were able to hydro-clean a total of 15,000 feet (2.8 miles) of sanitary sewer lines this month. Our annual total is at 26.6 miles of the goal of at least 40 miles cleaned.

Closed circuit television inspections of sanitary and storm sewer lines were conducted totaling 2500 feet.

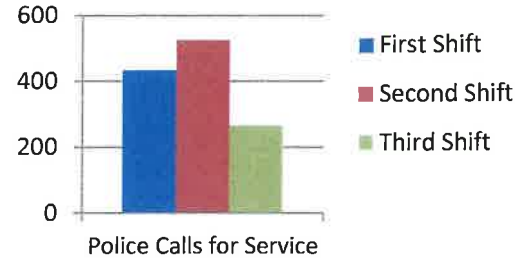
### STAFFING AND TRAINING

Two staff attended a conference in late October in Manchester to gain required education units to maintain their Operators license.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
OCTOBER 2021**

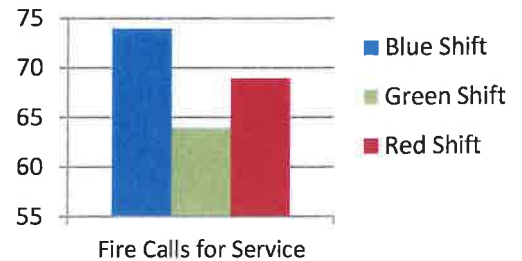
**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	435	527	267
Traffic Stops	80	201	144
Arrests	9	20	21
Accidents	32	63	8



**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	74	64	69
Fire	2	2	1
Rescue/Medical	55	44	41
Service Call	3	3	4
Good Intent	5	6	10
False Alarm/Call	8	8	10
Hazardous Condition	1	1	3



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Group A Serious Crimes	82	116	147	103	110	79	127	113	94	160		
Group B Other Crimes	44	53	89	80	52	48	55	40	22	50		
Traffic Accidents	91	169	59	61	69	92	68	70	91	103		
Other Calls	1645	1262	1393	1448	1362	1432	1432	1461	1236	1325		
<b>CFS Totals</b>	<b>1862</b>	<b>1600</b>	<b>1688</b>	<b>1692</b>	<b>1593</b>	<b>1651</b>	<b>1682</b>	<b>1684</b>	<b>1443</b>	<b>1638</b>		

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Group A Serious Crimes	1366	1570	1468	1469	1702	1467	1437	1407	
Group B Other Crimes	763	620	674	579	613	683	661	565	
Traffic Accidents	782	708	734	790	720	774	613	228	
Other Calls	18,958	15,421	13,828	12,573	13,244	13,936	14,819	14,590	
<b>CFS Totals</b>	<b>21,869</b>	<b>18,319</b>	<b>16,704</b>	<b>15,411</b>	<b>16,279</b>	<b>16,860</b>	<b>17,530</b>	<b>16,790</b>	

**FIRE RESCUE CALLS FOR SERVICE**

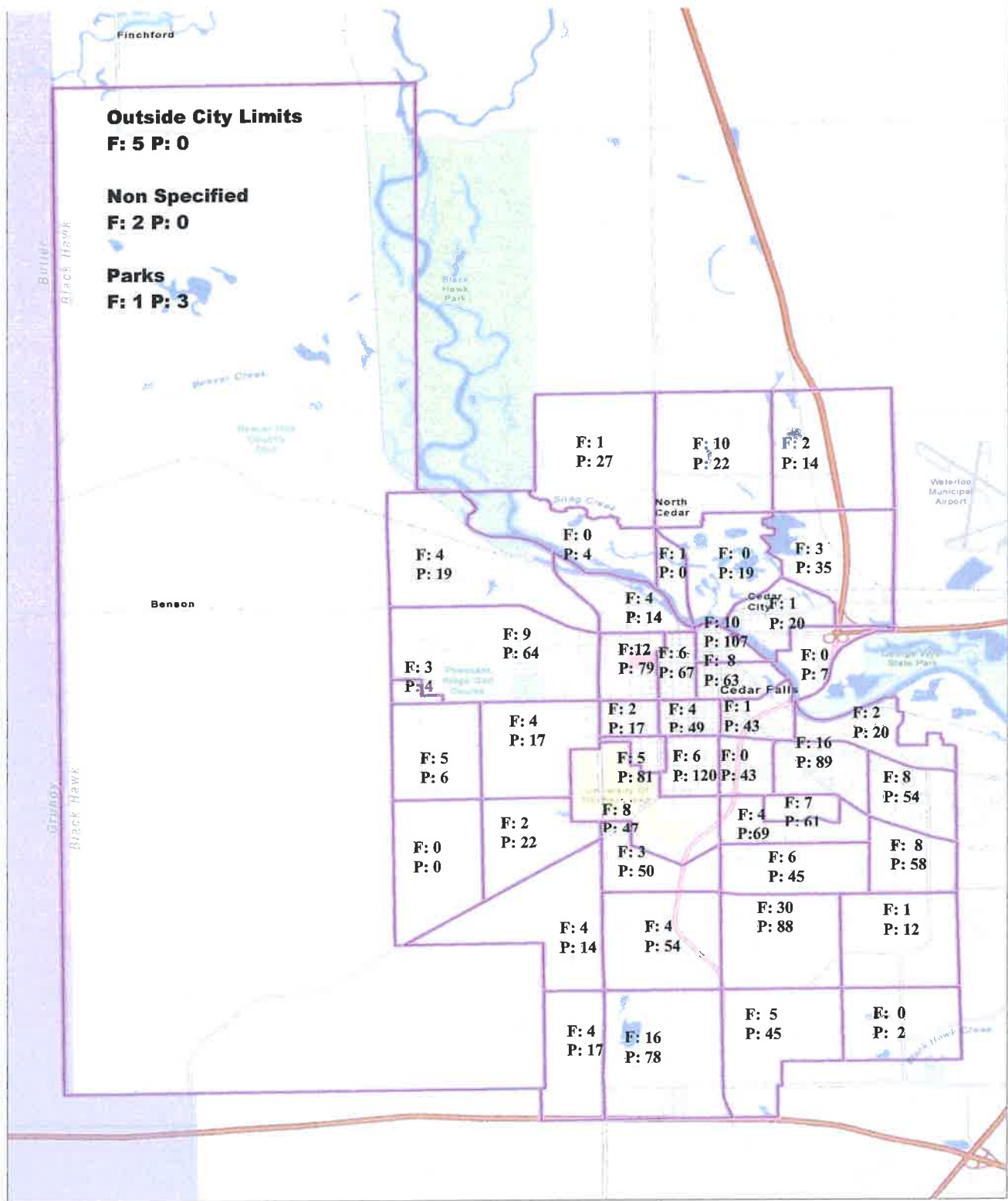
Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Medical & Rescue	124	105	113	104	122	133	137	151	139	140		
Cancelled, False Alarms, Good Intent	41	29	35	25	41	44	42	44	36	47		
Fire, Heat, Hazard, Weather Related & Other	20	22	22	32	35	27	27	28	27	20		
<b>Totals</b>	<b>185</b>	<b>156</b>	<b>170</b>	<b>161</b>	<b>198</b>	<b>204</b>	<b>206</b>	<b>223</b>	<b>202</b>	<b>207</b>		

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Non-Medical CFS	1052	948	840	911	900	772	841	783	
Rescue / EMS Related	1049	1051	1367	1570	1437	1022	1272	1328	
<b>Totals</b>	<b>2101</b>	<b>1999</b>	<b>2207</b>	<b>2481</b>	<b>2337</b>	<b>1794</b>	<b>2113</b>	<b>2111</b>	

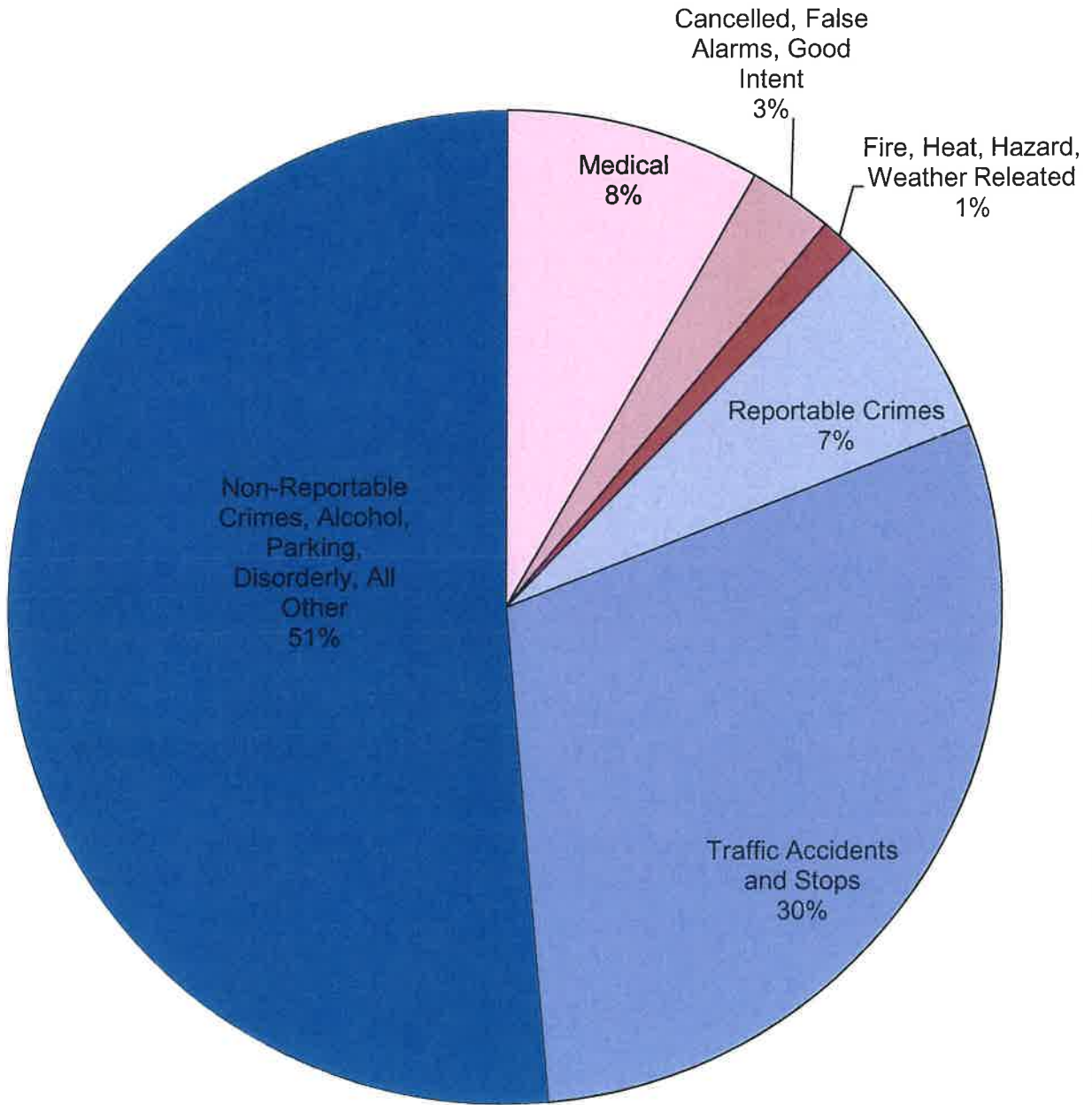


<b><u>POLICE STATISTICS:</u></b>	<b><u>October 2021</u></b>	<b><u>Total 2021</u></b>
<b>Group A Crimes</b>		
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	5	31
Robbery	0	5
Assault	18	117
Arson	0	1
Extortion/Blackmail	0	4
Burglary/B&E	16	99
Theft	78	483
Motor Vehicle Theft	6	32
Counterfeit/Forgery	4	38
Fraud	4	73
Embezzlement	0	1
Stolen Property	2	10
Vandalism	18	116
Drug Offenses	7	104
Porno/Obscene Material	0	3
Op/Pro/Asst. Gambling	0	1
Weapon Law Violation	2	14
<b>Group B Crimes</b>		
Bad Checks	0	0
Disorderly Conduct	3	31
Driving Under Influence	11	96
Drunkenness	8	122
Non-Violent Family Offense	0	3
Liquor Law Violation	0	28
Runaway	2	14
Trespassing	3	23
All Other Offenses	23	216
<b>Group A Total:</b>	<b>160</b>	<b>1131</b>
<b>Group B Total:</b>	<b>50</b>	<b>533</b>
<b>Total Reported Crimes:</b>	<b>210</b>	<b>1,664</b>
<b>Traffic Accidents</b>		
Fatality	1	1
Personal Injury	0	9
Hit and Run	0	22
Property Damage	103	400
Parked Vehicle	0	1
<b>Total reported Accidents</b>	<b>0</b>	<b>433</b>
<b>Driving Offenses</b>		
Driving While License Barred	0	4
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Eluding	0	10
<b>Total Driving Offenses</b>	<b>0</b>	<b>20</b>
<b>Alcohol/Tobacco Violations</b>	<b>0</b>	<b>103</b>
<b>Calls for Service</b>	<b>1,638</b>	<b>16,533</b>
<b>Total Arrests</b>	<b>57</b>	<b>689</b>

# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (October)



FIRE



POLICE

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
CITY OF CEDAR FALLS  
4600 SOUTH MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
Craig Berte, Police Chief  
**Date:** November 29, 2021  
**Re:** Beer/Liquor License Applications

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Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

## Name of Applicants:

- a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.
- b) Moonshine Mob Bar, 419 Main Street, Class C liquor – renewal.
- c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
- d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
- e) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - new.



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
 220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
 319-273-8600  
 FAX 319-268-5126

**MEMORANDUM**  
 Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** November 30, 2021  
**SUBJECT:** “2022 Most Endangered Properties” Application for UNI Honors Cottage  
**REF:** (a) Code of Ordinances of the City of Cedar Falls, Sec. 2-344 (f)(6)  
 (b) <https://www.preservationiowa.org/programs/iowas-most-endangered-properties>

1. The Cedar Falls Historic Preservation Commission has recently drafted an application for the Honors Cottage at the University of Northern Iowa to be included on Preservation Iowa’s 2022 list of Most Endangered Properties.
2. The Historic Preservation Commission’s authority includes, in reference (a), cooperating with *“the federal, state and local governments in the pursuance of the objectives of historic preservation”*. I believe that the commission’s advocacy for preserving this state-owned property in Cedar Falls is in keeping with the commission’s authority, and I therefore support the application’s submission.
3. As stated in reference (b), *“Iowa’s Most Endangered Properties began in 1995 to show Iowans the special buildings and historic sites that are slowly and gradually slipping away from us. The program provides an excellent resource for media coverage and introduces endangered property owners to preservation advocates and resources that can help preserve their historic property.”*
4. Designation as a Most Endangered Property would not commit the Board of Regents or University of Northern Iowa to any course of action, but instead would express the community’s desire to preserve this historical building as part of Cedar Falls’ heritage.
5. I have notified the University of Northern Iowa of the Cedar Falls Historic Preservation Commission’s efforts, and will advise the City Council when I receive a response. UNI approval is not required for the submission of this application, for which the deadline is December 7, 2021.
6. If the City Council approves, the HPC will submit the application on December 7, 2021.

XC: City Administrator

Encl: (1) Endangered Properties Application dated November 30, 2021 and three photographs



**PRESERVATION IOWA  
2022 MOST ENDANGERED PROPERTIES**

*Nomination Form*

**Completed Nomination Packets must be received by Tuesday, December 7, 2021**

*\*Please carefully review the 2022 Nomination Guidelines before completing this form.\**

**PART I**

1. General Information

Name of Building, Site, or Structure: **Honors Cottage**

Street Address: **2401 College St**

City: **Cedar Falls**

State: **IA**

Zip: **50613**

State Representative:

**Dave Williams**

2. Nominator Information

Mrs./Ms./Mr./Dr.

Name: **Julie Etheredge**

Institution/Organization: **Cedar Falls Historic Preservation Commission**

Institution/Organization's Website: **<https://www.cedarfalls.com/956/Historic-Preservation-Commission>**

Nominator Title: **Chair**

Email Address: **juliee@invisionarch.com**

Phone Number: **3194333815**

Fax Number:

Mailing Address: **322 W 6th Street**

City: **Cedar Falls**

State: **IA**

Zip: **50613**

## 3. Owner Information

The owner's approval is desirable, but not required to nominate a site. The owner should be listed regardless of whether he/she endorses the application.

Is the owner of the property aware of the nomination to Preservation Iowa's 2022 Most Endangered Properties?  YES  NO

If yes, does the owner of the property endorse the nomination to Preservation Iowa's 2022 Most Endangered Properties?  YES  NO

Owner's Name:

Institution/Organization: **University of Northern Iowa**

Institution/Organization's Website: **www.uni.edu**

Owner Title:

Email Address: **president@uni.edu**

Phone Number: **3192732566**

Fax Number: **3192736494**

Mailing Address: **1 Seerley Hall**

City: **Cedar Falls**

State: **IA**

Zip: **50613-0705**

## 4. Media Contact Person

The contact person for the media should be knowledgeable about the site and available to answer questions. If the site is included on the list of Preservation Iowa's 2022 Most Endangered Properties, Preservation Iowa may give this name to members of the press. **Note: The contact person may be the same as the nominator. You do not need to re-enter the information if the nominator and media contact person are the same.**

Is the Nominator Contact also the Media Contact?  YES  NO

If No, please fill out the contact information below:

Name: **Sally Kleiss Timmer**

Institution/Organization: **Cedar Falls Historic Preservation Commission**

Institution/Organization's Website: **https://www.cedarfalls.com/956/Historic-Preservation-Commission**

Title: **Commissioner**

Email Address: **sallykleisstimmer@gmail.com**

Phone Number: **3192691870**

Fax Number:

Mailing Address: **203 Tremont St.**

City: **Cedar Falls**

State: **IA**

Zip: **50613**

## 5. Stakeholder Information

- a. What individuals or organizations can be counted on to support this listing?

The Cedar Falls Historic Preservation Commission supports this listing. There is also a coalition of concerned Cedar Falls citizens who are willing to work for the advocacy and preservation of this building.

- b. What individuals or organizations may oppose this listing?

The University of Northern Iowa and the Iowa Board of Regents

## PART II

### 1. Additional Site Information

- a. Date(s) of Construction: **1890**

- b. Type of Building/Site/Structure (Choose the one that best applies):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Archaeological Site     | <input type="checkbox"/> Engineering Work    | <input type="checkbox"/> Religious Site     |
| <input type="checkbox"/> Dwelling                | <input type="checkbox"/> Public Art/Space    | <input type="checkbox"/> Cultural Landscape |
| <input type="checkbox"/> Military/Presidential   | <input type="checkbox"/> Commercial Building | <input type="checkbox"/> Industrial Site    |
| <input checked="" type="checkbox"/> Architecture | <input type="checkbox"/> Garden/Park         | <input type="checkbox"/> Townscape          |
| <input type="checkbox"/> Civic Building          | <input type="checkbox"/> Other:              |   |

- c. National, State and/or Local Landmark Designations/Significance (Choose all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> National Historic Landmark | <input type="checkbox"/> State/Local Designation    |
| <input type="checkbox"/> National Register          | <input type="checkbox"/> National Register Eligible |
| <input type="checkbox"/> Other:                     |   |



d. Who is responsible for the site financially?

University of Northern Iowa

e. Who has legal control and/or authority to approve projects related to the site?

University of Northern Iowa and the Iowa Board of Regents

f. Have you previously nominated the site to Preservation Iowa's Most Endangered Program? YES  NO

If yes, in what year(s)?

2. Advocacy & Engagement

Describe any previous measures that government officials, community activists, and other groups have taken to protect the site. Note to what degree these measures have or have not been successful.

Thomas Connors, Associate Professor of History has written a guest column in the Waterloo Courier advocating for saving the building. Rosemary Beach has spoken in front of Cedar Falls City Council to make them aware of the University's desire to tear the buildings down. Richard Dewater, the mayor of Evansdale, also wrote an opinion piece for the Courier.

Identify key decision-makers in determining the future of the site and provide any information related to timing in the decision process.

The key decision makers would be the Iowa Board of Regents. The decision makers at the University level would be President Mark Nook and Michael Hager, Senior Vice President of Finance and Operations for the University of Northern Iowa.

3. What are the barriers to preserving your building? (Choose all that apply)

- Lack of private funds
- Lack of grant assistance
- Lack of construction estimates
- Lack of preservation plan
- Lack of treatment scope to meet Secretary of Interior Standards
- Lack of technical assistance
- Lack of adaptive reuse ideas
- Other (Please describe)

4. Have you ever submitted for historic preservation grants through the Iowa State Historic Preservation Office (SHPO) (e.g. Historical Resource Development Program (HRDP), Country School Grant Program, etc.)? If so, which grant, and what was the outcome?

No

5. Are you familiar with the preservation tax credit process?  YES  NO

Are you willing to apply for them?  YES  NO

6. On the attached continuation sheets following this form, describe the building, site, or structure, clearly addressing each of the following:

- a. The (historic) significance of the building, site, or structure:  
Why is your site historic and significant? Describe the site's significance including its historic, cultural, artistic, social, and/or architectural value. Specify if the property is unique, but representative of many similar types of sites. If applicable, to what other sites could it be easily compared?
- b. Present condition.
- c. The urgency & nature of the threat:  
Describe the major threats to the site. Threats can be divided into two categories: Natural and Human. Natural threats may include flood, fire, or erosion. Human threats include sprawl, inadequate maintenance, neglect, and lack of financial resources, lack of knowledge/familiarity on preservation grants and procedures. Your site may have other threats beyond those listed here which can also be described in your response. Describe the current physical condition of the property, threats to the property, and the rate of deterioration.
- d. The possible solutions that would remove threats to the place.
- e. Any other supporting information

**Hand written nominations/information will be returned and you will be asked to re-submit them in typed format.** This will aid in quickly publishing press releases.

## PART IV

### Disclaimer

The undersigned hereby gives Preservation Iowa a non-exclusive license to use, and allow others to use, in whole or in part, in whatever manner Preservation Iowa may desire, including (but not limited to) use for publicity, audio visual presentation, and/or promotion, all photographs, videos, and other materials submitted to Preservation Iowa in connection with Preservation Iowa's Most Endangered Properties Program. Preservation Iowa is hereby given permission to make any editorial changes and/or additions to the materials referred to herein as it may deem necessary or desirable for production purposes. The undersigned hereby agrees that it has the authority to grant these rights, that it has obtained any such rights necessary from third parties, including, without limitation, models, creators, photographers, writers, and producers, and that it will hold harmless and indemnify Preservation Iowa from and against any claim brought against Preservation Iowa from third parties that may arise out of violation of this paragraph.

Type your name here to approve the disclaimer: Julie Etheredge

**Photography Release**

All images submitted with this nomination must be free of copyright restrictions. Securing reproduction rights and permissions is the responsibility of the nominator. Preservation Iowa reserves the right to reproduce and make available to the press all images submitted. Images will not be used for commercial purposes.

This nomination requires at least two (2) and no more than four (4) high resolution (minimum 300 dpi, 2MB in size) images with captions and credits where necessary. Please review the Nomination Guidelines for more information about submitting images.

I hereby give my permission for the submitted images to be reproduced to publicize Preservation Iowa's Most Endangered Properties Program. A typed name will serve as a signature. If photographer(s) is unknown or cannot be contacted, nominator takes full responsibility. If more than one photographer's work is submitted, please label each image individually.

Preservation Iowa expects the owner to be notified of the nomination. The typed name of the nominator indicates that such notification has been given.

Nominator's Name: Julie Etheredge Date: 11/30/2021

Photographer 1 Name: Sally Kleiss Timmer Date: 11/29/2021

Photographer 2 Name: Sally Kleiss Timmer Date: 11/29/2021

Photographer 3 Name: UNI Photograph Collection Date: 1890

**Deadline & Submitting**

**Complete nomination packages must be received by December 7, 2021**

Please **e-mail** Nomination Forms, digital images, letters of support, footage, etc. to [lajjchs@juno.com](mailto:lajjchs@juno.com).

Please use "Most Endangered Properties Nomination" in the e-mail subject line. Images may also be sent using a file transfer service, such as Drop Box, Google Drive, or We Transfer. If using Google Drive, ensure that permissions are set to allow anyone with the link to download prior to sending.

Questions may be directed to Leigh Ann Randak at [lajjchs@juno.com](mailto:lajjchs@juno.com) or 319-337-9581.

The (historic) significance of the building, site, or structure:

The Honors Cottage is historic for several reasons. First, it is the original president's house, where the second president of the University of Northern Iowa (then the Iowa State Normal School), Homer Seerley lived. Seerley was born in Indiana but moved with his family to Iowa when he was 6 years old in 1854. He began his career as a rural school teacher in 1867, then moved on to become the Assistant Principal at Oskaloosa High School and eventually became the Superintendent. He then came to the Iowa State Normal School in 1886. Seerley oversaw a large period of growth during his long tenure as president, as well as a name change in 1909 to the Iowa State Teachers College. He was known as the Grand Old Man of Iowa Education. He oversaw changes to the college's educational programs and his expertise in the areas of education and teacher training were sought after both at the state level and the national level. He retired in 1928 from his position as President and passed away in 1932.

The Honors Cottage is currently the oldest building on campus and the only building left that was built prior to the 1900s. The cottage was built by J.E. Robinson, a young, local architect. The building of this structure started a long relationship between the college and Mr. Robinson. Mr. Robinson grew up in Cedar Falls. His father was a carpenter and contractor, and as Jim grew up, he followed in his father's footsteps. Dr. David Sands Wright wrote in his book *Fifty Years at the Teachers College* in 1926 that "He was then a young and rising architect of the town. His selection was tentative, but Jim made good. He came into his kingdom at the very beginning of the institution's period of expansion. All save two of the college buildings rose beneath his supervision and most of them were built in accord with plans that he himself had drawn." Robinson went on to become the Superintendent of the Building Program in 1895 and later in his career he retired from that position and took charge of the janitorial services and upkeep of the grounds. J.E. Robinson is responsible for many of the historic buildings left on today's campus and therefore had a significant impact on the University of Northern Iowa. After it was completed, the new president's cottage was a source of pride on the campus. It had both steam and a hot air system and city water. The first level had two parlours, a study and a kitchen, with bedrooms, a sewing room, and bathroom upstairs. The basement had a vegetable room, laundry and a furnace room.

After a new president's home was built in 1909 the university used the building as a campus hospital and then a nursery to focus on child study and parent education. Then in 1971 the university decided to make a commitment to welcoming and supporting a diverse student population and opened their first Ethnic Minorities Cultural and Educational Center in what is now the Honors Cottage. Therefore the building is also significant to the history of diversity on UNI's campus. Currently, the Honors program is housed in the Honors Cottage, though the university is planning to move them out of the building.

The building is a brick Queen Anne Victorian. The building is unique in being a brick Queen Anne as there are possibly no others in Cedar Falls, signifying the prominence and prestige that the young university wanted to convey when building a home for their first president.

Present condition

The building looks to be in sound structural condition both on the interior and the exterior. There are some areas where minor paint touch-ups would be needed on exterior porches. On the interior, the main floor has a classroom space, a study space, kitchen, bathroom, and office space that is currently not used. The office space looks to be in a side porch that was previously enclosed and does not stay warm during the colder months. Upstairs there are 6 more office

## Part II, Question 6 Continuation Sheets

spaces and storage rooms and another bathroom. Currently there is no way for a differently abled person to access the upstairs. Therefore part of the projected cost is to build an elevator to the second floor to make it ADA compliant.

Even though the building has been through several different uses in its time on campus, it still has much of its architectural integrity intact. The house sits on a limestone foundation. The exterior is made from local brick and is topped with a decorative, stepped brick cornice. The Queen Anne turned spindle work porches were replaced and enclosed at some point in its history. The front balcony was also removed.

Many of its architectural features are extant on the interior as well. The walls are plaster. The windows and doors still have their decorative casings with bullseye rosettes and plinth blocks, though all the woodwork has been painted. The foyer opens up to the original dog-legged staircase with interesting paneling on the side. There is a set of pocket doors that separates the foyer and parlour. In the back parlour, a fireplace is extant. The floors are currently covered in carpeting. Most of the doors are the original four panel doors, though the original front door was replaced at some point.

#### Urgency and Nature of Threat

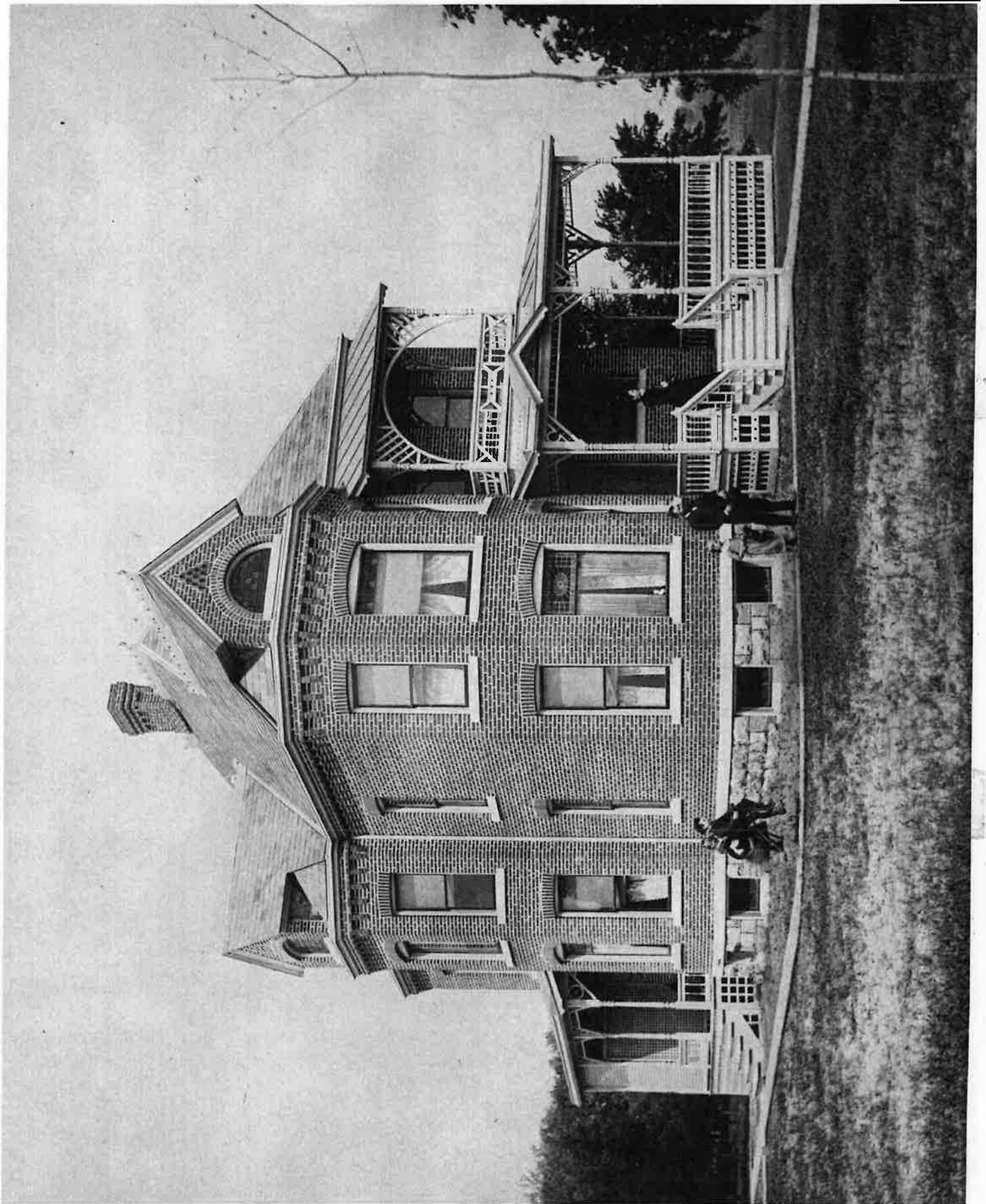
The Board of Regents will be voting on whether or not to tear these structures down at their next meeting on February 24th, making this a very urgent threat. The nature of the threat is human. The University of Northern Iowa requested that the structures be razed in order to avoid \$1.6 million in deferred maintenance costs. The proposed cost to demolish the buildings is \$269,000. The university's main concerns cited is that the house is not ADA compliant and the cost of maintaining the house. If the house is demolished the current plan is to seed the property for grass and add trees.

#### Possible solutions

As a possible solution, we would like to look at other ways to make the building ADA compliant, without needing to add an elevator (which would significantly lessen the cost). The University could also explore the possibility of getting the house listed on the National Register of Historic Places to make it eligible for grants to help with the maintenance costs. Once the necessary renovations are determined, the University could look at a partnership with their construction management program, Hawkeye Community College and the Cedar Falls Community School CAPS program to lower the cost, but also add valuable, hands-on learning to local students. The university could also work with community members and alumni to raise private funds to help defray the costs of maintenance as well.

If the university no longer wants to house the Honors program in the building, there are other adaptive reuse options. The building could house a museum for community members, visitors, and students to come and learn about the history of UNI, similar to the Farm House Museum on Iowa State University's campus. There is no place currently on campus that serves this purpose. This would be a great opportunity to open one as the 150th anniversary of the school will soon be upon us. This could also provide hands-on learning for history students to do research for exhibits, presentations, and special collections in the museum.

And if the university still decides they do not want the building, as a last resort they could offer the building up for free for someone to move. This would be cheaper than demolition as they would not have to incur any of the moving costs, only the cost of filling in the basement area (or they could place that burden on the buyer). While this is not ideal, at least the building itself would be preserved.









**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor and City Council  
**From:** Jeff Olson, Public Safety Director  
**Date:** November 29, 2021  
**Re:** Job Classifications

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Attached you will find revised job classifications for Public Safety Supervisor Captain and Public Safety Supervisor Lieutenant for your consideration. As you recall, the IAFF 1366 vs City of Cedar Falls court case concluded this summer after 6 days of trial. The only relief granted by the court is that the City was ordered to revise these two job classifications within 45 days of the decision (October 22, 2021) which is December 6, 2021. All other requests by the IAFF 1366 were denied by the judge's ruling. The trial attorney for the City, Andrew Tice, has reviewed the court's decision and job classes and states that the revisions comply with the court order. City Attorney Kevin Rogers also agrees that revised job classes comply with the court order. A letter from Attorney Andrew Tice also attached.

November 29, 2021

**VIA EMAIL**

Jeff Olson  
Public Safety Director  
City of Cedar Falls  
4600 S. Main Street  
Cedar Falls, Iowa 50613

Re: Public Safety Supervisor Job Classifications

Dear Jeff:

This letter is to address the City's contemplated job classifications for the Public Safety Supervisor – Captain ("PSS-Captain") and Public Safety Supervisor – Lieutenant ("PSS-Lieutenant") positions.

In the case of International Association of Fire Fighters, #1366, Cedar Falls ("Firefighter Union") v. City of Cedar Falls, the FireFighter Union requested declaratory and injunctive relief to declare nine (9) promotions unlawful and to enjoin/rescind said promotions and to award attorneys' fees and costs. The case proceeded to trial on June 22-29, 2021. Following trial, the Court issued an Order on October 22, 2021 that denied these requests. The Court did, however, enter an order that the City "prepare and approve new job classifications for the positions of PSS-captain and PSS-lieutenant." The Court ordered "[t]hese job [classifications] shall provide for specified experience in both police and firefighting and provide adequate training as is in the best interest of public safety."

This letter is intended to address *only* whether the newly drafted PSS-Captain and PSS-Lieutenant job classifications would, if approved by the City Council, comply with the Court's Order. For guidance in doing so, the Court's Order states:

**The court does not have the authority to specifically state the experience and training necessary for each of these job classifications. That decision must be made by the city but it must provide experience and training in both police and firefighting in a specific amount to reasonably assure that the individuals appointed are adequately qualified in both police and firefighting for the good of public service.**

The Court ordered the City to prepare and approve new job classifications within 45 days of the October 22, 2021 Order (i.e., by December 6, 2021). Failure to do so could result in the imposition of sanctions against the City.

We are in receipt of newly drafted job classifications described below for the PSS-Captain and PSS-Lieutenant positions each identifying a forward-looking amended date of December 6, 2021.

**PSS-Lieutenant.** The amended PSS-Lieutenant job classification includes revision to the minimum experience requirements to specify a minimum of four (4) years of public safety experience (including both firefighter and as police officer) as well as at least two (2) years of experience in the City's Fire Division for officers assigned to the Fire Division or two (2) years of experience in the City's Police Division for officers assigned to the Police Division. These experience requirements now include minimums for both overall public safety experience as well as specific experience within the applicant's assigned police and fire divisions, respectively. It is further our understanding the PSS-Lieutenant position is a promotional grade position that would require all applicants have prior experience in both police and firefighting skills within the City's Police and Fire Divisions.

The amended job classification also requires that applicants have specific educational and training backgrounds. These requirements include possession of a Bachelor's degree from an accredited college or university, possession of an appropriate valid driver's license, possession of certification as a police officer from the State of Iowa, and possession of an appropriate Fire Fighter I Certification in the State of Iowa. The amended job classification further requires that an applicant obtain possession of Firefighter II certification within two (2) years of appointment. Additional certifications are required for specific assignments within the Fire (i.e., Fire Service Instructor I; Fire Officer I) and Police (e.g., police instructor certification or certification to administer specialty tasks, test or assignment; Field Training Supervisor) Divisions.

The Court's October 22, 2021 Order requires that the City job classifications state the experience and training necessary "in a specific amount". Because the City's amended PSS-Lieutenant job classification specifically requires all applicants have a minimum of two (2) years of experience within the City's Police or Fire Divisions, all applicants will necessarily possess greater than two (2) years of experience in police or firefighting within their assigned Police or Fire Divisions. The additional requirement of a minimum of four (4) years of public safety experience, including both police and firefighting work, serves to require additional experience outside the applicant's assigned division. The amended job classification further elaborates upon minimum educational and training requirements mandating the possession of a Bachelor's degree as well as various identified training certifications dependent upon the applicant's assignment.

As was recognized by the Court, the City has discretion to identify the scope and parameters of its specified minimum job requirements. The October 22, 2021 Order did not establish or set forth any minimum experience or training requirements under Iowa law for the PSS-Lieutenant position. It required only that the City set forth specific amounts. **By setting forth the minimum experience, education, training, and certification requirements above, we believe the newly drafted PSS-Lieutenant job classification would comply with the Court's October 22, 2021 Order.**

**PSS-Captain.** The PSS-Captain job classification includes revision to the minimum experience requirements to specify a minimum of six (6) years of public safety experience (including both firefighter and as police officer) as well as two (2) years of supervisory experience within the City's Police or Fire Divisions depending upon the assignment. Supervisory experience in both police and fire is preferred. Again, it is our understanding the PSS-Captain position is a promotional grade position that would require all applicants have prior experience in both police and firefighting skills within the City's Police and Fire Divisions.

The amended job classification also requires that applicants have specific educational and training backgrounds. These requirements include possession of a Bachelor's degree from an accredited college or university, an appropriate valid driver's license, possession of certification as a police officer from the State of Iowa, possession of an appropriate Fire Fighter I Certification in the State of Iowa, and possession of Firefighter II certification within two (2) years of appointment. Additional certifications are required for specific assignments within the Fire (i.e., Fire Service Instructor I; Fire Officer I) and Police (e.g., police instructor certification or certification to administer specialty tasks, test or assignment; Field Training Supervisor) Divisions.

The Court's October 22, 2021 Order requires that the City job classifications state the experience and training necessary "in a specific amount". Because the City's amended PSS-Captain job classification specifically requires all applicants have a minimum of two (2) years of supervisory experience within the City's Police or Fire Divisions, all applicants will necessarily possess greater than two (2) years of experience in police or firefighting within their assigned Police or Fire Divisions. The additional requirement of a minimum of six (6) years of public safety experience, including both police and firefighting work, serves to require additional expertise outside the applicant's assigned division. The amended job classification further elaborates upon minimum educational and training requirements mandating the possession of a Bachelor's degree as well as various identified training certifications dependent upon the applicant's assignment.

As was recognized by the Court, the City has discretion to identify the scope and parameters of its specified minimum job requirements. The October 22, 2021 Order did not establish or set forth any minimum experience or training requirements under Iowa law for the PSS-Captain position. It required only that the City set forth specific amounts. **By setting forth the minimum experience, education, training, and certification requirements above, we believe the newly drafted PSS-Captain job classification would comply with the Court's October 22, 2021 Order.**

Very truly yours,

AHLERS & COONEY, P.C.

By

*Andrew T. Tice*

Andrew T. Tice



## JOB CLASSIFICATION

<b>Job Title</b>	Public Safety Supervisor - Captain	<b>Job Code</b>	928
<b>Department</b>	Public Safety Services	<b>Pay Band</b>	14
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/10/2018	<b>Adopted</b>	12/17/18
<b>Amended</b>	<u>12-06-21</u>		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

To manage, supervise, plan, and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire, investigations, or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide high responsible coordination at emergency incidents; to provide highly responsible and complex staff assistance to the Director, Police Chief, and Fire Chief and to apply independent judgment and law enforcement/fire science skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, or Assistant Chiefs.

Exercises direct supervision over Police Captains, Fire Battalion Chiefs, Police Lieutenants, Public Safety Supervisor – Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage, supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift, investigative unit, or support services; provide highly complex and responsible staff assistance to the Director, Police Chief and Fire Chief. Manage the day-to-day operations of the public safety division.



## JOB CLASSIFICATION

- Assist in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Recommend, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; provide counseling when needed, recommend discipline and termination procedures to the Director, Police Chief and Fire Chief.
- Direct, coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff; implement improvements.
- Coordinate assigned activities with those of other departments, divisions and outside agencies and organizations; provide staff assistance to the Director, Police Chief, and Fire Chief; prepare, maintain and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of public safety department reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the public safety department and City regulations.
- Attend and participate in various meetings of the public safety department; provide information and advice regarding law enforcement/fire activities.
- Manage, plan and coordinate training programs on the various phases of police/fire activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Police Chief or Fire Chief, as assigned.
- Assist in the preparation needed for parades and other special events.
- Manage the investigative unit, as assigned; approve all case work prepared by shift and investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise activities of investigative unit personnel; compile investigator case load statistics; review all intelligence reports generated within the police division; manage investigative unit in homicide investigations.
- Coordinate all activities with the Department of Public Safety at University of Northern Iowa.
- Conduct and oversee all internal affairs investigations.
- Manage a patrol unit as assigned; monitor and supervise patrol personnel; manage activities of a unit with subordinate staff; coordinate major crime and accident scenes; assign and monitor case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal investigations; coordinate and participate in internal investigations.



## JOB CLASSIFICATION

- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Functions as the Department's Safety Officer and oversees the Department's safety program.
- Assigns and supervises major maintenance tasks related to equipment, stations, and grounds. Ensures station, apparatus, and equipment are in proper working order.
- Assists in the preparation of the Department's annual budget.
- Assists in emergency preparedness plans for the City, working with City and County local emergency planning committees.
- Assists with the development and implementation of and assures adherence to departmental policies, procedures, and goals.
- Establishes and maintains good working relationships with other City departments, community groups and agencies.
- Serve as incident commander at fire scenes and other emergency situations; direct fire personnel at the scene of an emergency unless relieved by the Fire Chief or Administrative Division Battalion Chief. Utilize appropriate emergency management and incident command system.
- Approves time off request for public safety staff.
- Manage and oversee activities related to training, code enforcement, citizen liaison groups, research, school resource, planning and reserve officer programs, as assigned.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement/fire science.
- Conduct minor repairs on police equipment/fire equipment; maintain equipment inventory within the public safety department.
- Assist in public safety dispatching duties as needed.
- Perform other duties as assigned.
- May be assigned to a shift, or other work schedule as needed to complete work tasks as assigned.



## JOB CLASSIFICATION

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operational characteristics, services and activities of a comprehensive law enforcement program.
- Modern and complex principles and management practices of public safety.
- Use of Incident Management and Personnel Accountability System.
- Use of firearms and other modern police equipment.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Police/fire collective bargaining contracts.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Operation, maintenance and uses of modern firefighting apparatus and equipment.
- Operational characteristics, services and activities of comprehensive fire suppression and prevention programs and emergency services.
- Various building construction techniques and the consequence of each type on fire suppression and prevention activities.
- Approved procedures and policies for hazardous or toxic materials storage, transport and clean-up.
- Modern office procedures, methods and computer equipment.
- Principles of supervision, training and performance evaluation.
- Research techniques, methods and procedures, principles and practices of municipal budgeting, preparation and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.





## JOB CLASSIFICATION

### ABILITY TO PERFORM

- Develop, implement and administer goals, objectives and procedures for providing effective and efficient fire prevention and protection measures.
- Utilize independent judgment within scope of duties to provide effective daily management of police/fire operations.
- Operate under an Incident Command System.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Safely operate department vehicles, apparatus and other emergency equipment.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Recommend improvements in operations and in the rules, regulations, and policies governing assigned area of responsibility.
- Analyze situations quickly and objectively, and determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Demonstrate keen powers of observation and memory.
- Follow all safety rules and regulations of the City and the Public Safety Services Department.
- Work irregular hours including weekends, holidays and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.
- Give credible testimony.



## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

A minimum of six years of public safety experience, including experience as a firefighter and a police officer or police reserve officer with two years supervisory experience with the City of Cedar Falls. If assigned to the Police Division, at least two years of supervisory experience with the City of Cedar Falls Police Division is required. If assigned to the Fire Division, at least two years of supervisory experience with the City of Cedar Falls Fire Division is required. Supervisory experience in both police and fire is preferred.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

#### LICENCES/CERTIFICATIONS REQUIRED

Possession of, ~~or ability to obtain,~~ an appropriate, valid driver's license.

Possession of certification as a police officer or reserve officer from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of, ~~or ability to obtain,~~ an appropriate Fire Fighter II Certification in the State of Iowa ~~and specialized training certifications within 2 years of appointment.~~

If assigned to the Fire Division, possession of, ~~or ability to obtain,~~ an appropriate Fire Instructor I Certification in the State of Iowa.

If assigned to the Fire Division, possession of, ~~or ability to obtain,~~ an appropriate Fire Officer I Certification in the State of Iowa.

If assigned to the Police Division, possession of a police instructor certification or certification to administer specialty tasks, tests or assignments (such as MMPI, POST test, Cooper Fitness test for the State of Iowa, Field Training Supervisor certification, etc.).

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, animals, firearms, bodily fluids, hazardous materials and chemicals, and noise; exposure to emergency and disaster situations; working alongside moving traffic; extreme temperatures and outdoor weather conditions.



## JOB CLASSIFICATION

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; carrying and lifting items over 40 pounds; operating a motorized vehicle.

### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



# JOB CLASSIFICATION

<b>Job Title</b>	Public Safety Supervisor - Captain	<b>Job Code</b>	928
<b>Department</b>	Public Safety Services	<b>Pay Band</b>	14
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/10/2018	<b>Adopted</b>	12/17/18
<b>Amended</b>	12-06-21		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

## POSITION DEFINITION

To manage, supervise, plan, and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire, investigations, or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide high responsible coordination at emergency incidents; to provide highly responsible and complex staff assistance to the Director, Police Chief, and Fire Chief and to apply independent judgment and law enforcement/fire science skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, or Assistant Chiefs.

Exercises direct supervision over Police Captains, Fire Battalion Chiefs, Police Lieutenants, Public Safety Supervisor – Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

## EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage, supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift, investigative unit, or support services; provide highly complex and responsible staff assistance to the Director, Police Chief and Fire Chief. Manage the day-to-day operations of the public safety division.



## JOB CLASSIFICATION

- Assist in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Recommend, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; provide counseling when needed, recommend discipline and termination procedures to the Director, Police Chief and Fire Chief.
- Direct, coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff; implement improvements.
- Coordinate assigned activities with those of other departments, divisions and outside agencies and organizations; provide staff assistance to the Director, Police Chief, and Fire Chief; prepare, maintain and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of public safety department reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the public safety department and City regulations.
- Attend and participate in various meetings of the public safety department; provide information and advice regarding law enforcement/fire activities.
- Manage, plan and coordinate training programs on the various phases of police/fire activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Police Chief or Fire Chief, as assigned.
- Assist in the preparation needed for parades and other special events.
- Manage the investigative unit, as assigned; approve all case work prepared by shift and investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise activities of investigative unit personnel; compile investigator case load statistics; review all intelligence reports generated within the police division; manage investigative unit in homicide investigations.
- Coordinate all activities with the Department of Public Safety at University of Northern Iowa.
- Conduct and oversee all internal affairs investigations.
- Manage a patrol unit as assigned; monitor and supervise patrol personnel; manage activities of a unit with subordinate staff; coordinate major crime and accident scenes; assign and monitor case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal investigations; coordinate and participate in internal investigations.



## JOB CLASSIFICATION

- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Functions as the Department's Safety Officer and oversees the Department's safety program.
- Assigns and supervises major maintenance tasks related to equipment, stations, and grounds. Ensures station, apparatus, and equipment are in proper working order.
- Assists in the preparation of the Department's annual budget.
- Assists in emergency preparedness plans for the City, working with City and County local emergency planning committees.
- Assists with the development and implementation of and assures adherence to departmental policies, procedures, and goals.
- Establishes and maintains good working relationships with other City departments, community groups and agencies.
- Serve as incident commander at fire scenes and other emergency situations; direct fire personnel at the scene of an emergency unless relieved by the Fire Chief or Administrative Division Battalion Chief. Utilize appropriate emergency management and incident command system.
- Approves time off request for public safety staff.
- Manage and oversee activities related to training, code enforcement, citizen liaison groups, research, school resource, planning and reserve officer programs, as assigned.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement/fire science.
- Conduct minor repairs on police equipment/fire equipment; maintain equipment inventory within the public safety department.
- Assist in public safety dispatching duties as needed.
- Perform other duties as assigned.
- May be assigned to a shift, or other work schedule as needed to complete work tasks as assigned.



## JOB CLASSIFICATION

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operational characteristics, services and activities of a comprehensive law enforcement program.
- Modern and complex principles and management practices of public safety.
- Use of Incident Management and Personnel Accountability System.
- Use of firearms and other modern police equipment.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Police/fire collective bargaining contracts.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Operation, maintenance and uses of modern firefighting apparatus and equipment.
- Operational characteristics, services and activities of comprehensive fire suppression and prevention programs and emergency services.
- Various building construction techniques and the consequence of each type on fire suppression and prevention activities.
- Approved procedures and policies for hazardous or toxic materials storage, transport and clean-up.
- Modern office procedures, methods and computer equipment.
- Principles of supervision, training and performance evaluation.
- Research techniques, methods and procedures, principles and practices of municipal budgeting, preparation and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.



## JOB CLASSIFICATION

### ABILITY TO PERFORM

- Develop, implement and administer goals, objectives and procedures for providing effective and efficient fire prevention and protection measures.
- Utilize independent judgment within scope of duties to provide effective daily management of police/fire operations.
- Operate under an Incident Command System.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Safely operate department vehicles, apparatus and other emergency equipment.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Recommend improvements in operations and in the rules, regulations, and policies governing assigned area of responsibility.
- Analyze situations quickly and objectively, and determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Demonstrate keen powers of observation and memory.
- Follow all safety rules and regulations of the City and the Public Safety Services Department.
- Work irregular hours including weekends, holidays and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.
- Give credible testimony.





## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

A minimum of six years of public safety experience, including experience as a firefighter and a police officer. If assigned to the Police Division, at least two years of supervisory experience with the City of Cedar Falls Police Division is required. If assigned to the Fire Division, at least two years of supervisory experience with the City of Cedar Falls Fire Division is required. Supervisory experience in both police and fire is preferred.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.

#### LICENCES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of certification as a police officer from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of an appropriate Fire Fighter II Certification in the State of Iowa within 2 years of appointment

If assigned to the Fire Division, possession of an appropriate Fire Instructor I Certification in the State of Iowa.

If assigned to the Fire Division, possession of an appropriate Fire Officer I Certification in the State of Iowa.

If assigned to the Police Division, possession of a police instructor certification or certification to administer specialty tasks, tests or assignments (such as MMPI, POST test, Cooper Fitness test for the State of Iowa, Field Training Supervisor certification, etc.).

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, animals, firearms, bodily fluids, hazardous materials and chemicals, and noise; exposure to emergency and disaster situations; working alongside moving traffic; extreme temperatures and outdoor weather conditions.

#### PHYSICAL CONDITIONS



## JOB CLASSIFICATION

Functions of this position require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; carrying and lifting items over 40 pounds; operating a motorized vehicle.

### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



## JOB CLASSIFICATION

<b>Job Title</b>	Public Safety Supervisor - Lieutenant	<b>Job Code</b>	927
<b>Department</b>	Public Safety Services	<b>Pay Band</b>	12
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/10/18	<b>Adopted</b>	12/17/18
<b>Amended</b>	<u>12-06-21</u>		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

To supervise, plan and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire scenes, investigations or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide highly complex staff assistance to the Public Safety Service Captain, Police Captain and/or Battalion Chief; and to apply independent judgment, discretion and law enforcement/fire skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

### SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, Assistant Chiefs, Public Safety Supervisor Captain, Battalion Chief, or Police Captain.

Exercises direct supervision over Police Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

##### **Essential duties and responsibilities when functioning as a Shift Lieutenant**

- Supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift, the investigative unit, or the support services unit; provide highly responsible staff assistance to



## JOB CLASSIFICATION

the Director, Police Chief, Fire Chief, Public Safety Service Captain, Battalion Chief, and Police Captain.

- Assigned as a Special Programs Coordinator for the Department. Special Programs include, but are not limited to, Training and Safety, Quality Assurance, Safety and Risk Management, Field Training Coordination, Professional Development Planning, Pre-Fire Plans, Knox Box Coordination, Uniform and Personal Gear Coordination, Standard Operating Guidelines Updates, EMS.
- Respond to fire alarms and direct firefighting and rescue operations of a fire company or multiple fire companies, take command of emergency incidents until and if relieved of command by a superior officer; participate in fire-fighting and rescue work.
- Order initial evacuation, order entry by fire fighters, call for mutual aid and calls for additional equipment upon arrival at a fire unless superior officer is already present.
- Participate in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Assist in planning, organizing, and directing activities of the police/fire shift; direct the shift in the absence of the Public Safety Service-Captain, Battalion Chief or Fire Chief.
- Train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; determine and implement discipline, specifically verbal and written warnings; effectively recommend discipline, specifically suspension and termination procedures, to the Director, Police Chief, Fire Chief. With respect to the Community Service Officer (CSO) program, must hire, train, motivate, coordinate, supervise, and discipline, up to and including termination, the CSOs.
- Inspect commercial, industrial, and residential apartment buildings for compliance with the recommendations of the Fire Prevention Code, Minimum Housing Code and all other standards for fire safety.
- Respond to grievances in accordance with the police/fire Collective Bargaining Agreement.
- Coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff.
- Implement assigned activities with those of other departments, divisions and outside agencies and organizations; provide staff assistance to the Public Safety Service Captain, Police Captain or Battalion Chief; prepare and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of police/fire reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the police/fire and City regulations.



## JOB CLASSIFICATION

- Attend and participate in various meetings of the public safety department; provide information and advice regarding public safety activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Public Safety Service Captain, Battalion Chief or Police Captain as assigned.
- Act as incident commander during major public safety incidents.
- Coordinate the actions needed for parades and other special events.
- Oversee the investigative unit, as assigned; review all case work prepared by shift and investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise activities of investigative unit personnel; compile investigator case load statistics; review all intelligence reports generated within the Police Division; lead investigative unit in homicide investigations.
- Coordinate all activities with the University of Northern Iowa Department of Public Safety.
- Assist in the completion of all internal affairs investigations.
- Oversee a patrol/fire shift as assigned; monitor and supervise personnel; supervise the activities of a shift with subordinate staff; coordinate major crime and accident scenes; assign and monitor case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal investigations; coordinate and participate in internal investigations.
- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Coordinate and oversee activities related to training, code enforcement, neighborhood liaisons, research, school resource, planning, reserve officer and alternative staff program, as assigned.
- Oversee and ensure shift personnel clean and maintain station facilities, grounds, equipment and apparatus; ensure that appropriate conditions are maintained at assigned fire station; ensure that all equipment and apparatus is in a constant state of readiness for emergency calls through daily equipment check and the regular exercising of vehicles and equipment; maintain equipment inventory within the fire division.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement/fire science.
- Conduct minor repairs on police/fire equipment; maintain equipment inventory within the public safety department.



## JOB CLASSIFICATION

- Perform other duties as assigned.

### **Essential duties and responsibilities when functioning as a Public Safety Training/Staffing Coordinator:**

The primary purpose of the training coordinator position is to provide quality training for the public safety department, to assist in assuring adequate staffing levels are maintained and coordinated alternative staff. The position will work under the direction of the Director, Police Chief and Fire Chief.

- Respond to emergencies as assigned and be available to respond to emergencies while off duty as needed. (Typically structure fires or other large incidents requiring additional staffing).
- Develop and implement an annual training plan for public safety based on strategic plan, actual needs, and various standards.
- From time to time may be asked to provide staffing help during a normal work day on a limited basis if assigned to a 40 hour week schedule.
- Provide information for monthly and annual reports.
- Develop and implement a yearly training plan.
- Coordinate and track all training and development.
- Work closely with function leaders on development of the training plan.
- Seek outside training and development for function leaders.
- Evaluate, review, and revise training program as needed.
- Assist in the recruitment, testing, and training of all public safety staff.
- Assist in the scheduling and staffing of shifts.
- Provide support to other projects as assigned by the Public Safety Service Supervisor.

### **MINIMUM SKILLS AND QUALIFICATIONS**

#### REQUIRED KNOWLEDGE

- Operational characteristics, services and activities of a comprehensive law enforcement and fire programs.



## JOB CLASSIFICATION

- Modern and complex principles and practices of law enforcement/fire science.
- Mechanical, chemical, and related characteristics of a wide variety of flammable, explosive, and similar materials.
- Police/fire prevention laws, ordinances, rules, and regulations; public safety policies, rules and regulations.
- Principles of supervision, training and performance evaluation.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Criminal behavior.
- Police/fire collective bargaining contracts.
- The geography of the City including principal buildings, hydrants, and the location of special fire hazards.
- Use of firearms and other modern police equipment.
- Modern office procedures, methods and computer equipment.
- First Aid and rescue methods and techniques.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.

### ABILITY TO PERFORM

- Apply independent judgment and law enforcement/fire science skills in resolving work problems.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Manage case work and monitor case work assigned to officers.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.



## JOB CLASSIFICATION

- Properly interpret, enforce and make decisions in accordance with laws, regulations and policies with firmness, tact and impartiality
- Work independently without direct supervision.
- Analyze situations quickly and objectively, and utilize discretion and independent judgment within general departmental guidelines to determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Recognize and define fire hazards and to recommend effective corrective measures.
- Demonstrate keen powers of observation and memory.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the Public Safety Services Department and the City.
- Give credible testimony.
- Work irregular hours, including weekends, holidays, and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

A minimum of four years of public safety experience, including experience as a firefighter and a police officer or police reserve officer. An assignment to the Fire Division will require at least two years of experience in the Fire Division with the eCity of Cedar Falls. An assignment to the Police Division will require at least two years of experience in the Police Division with the eCity of Cedar Falls.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.





## JOB CLASSIFICATION

### LICENSES/CERTIFICATIONS REQUIRED

Possession of, ~~or ability to obtain,~~ an appropriate, valid driver's license.

Possession of certification as a police ~~officer or reserve police officer~~ from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of, ~~or ability to obtain~~ Firefighter II Certification within two years of appointment.

If assigned to the Fire Division, possession of, ~~or ability to obtain~~ Fire Service Instructor I Certification within two years of appointment.

If assigned to the Fire Division, possession of, ~~or ability to obtain~~ Fire Officer I Certification within two years of appointment.

If assigned to the Police Division, possession of a police instructor certification or certification to administer specialty tasks, test or assignment (such as MMPI, POST test, Cooper Fitness test for State of Iowa, Field Training Supervisor certification, etc.) within two years of appointment.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, firearms, bodily fluids, and noise; may be exposed to emergency and disaster situations; may work in stressful situations.

#### PHYSICAL CONDITIONS

Essential and other important functions require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; and in operating a motorized vehicle.

#### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include



## JOB CLASSIFICATION

ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### ILLUSTRATIVE EXAMPLES OF WORK ENVIRONMENT

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is minimally exposed to: poison oak, explosives, working alone, and working below ground. The employee is moderately exposed to: inside and outside work; outside weather conditions; wet and/or humid conditions; extreme cold, dampness or chilling; dry atmosphere conditions, and/or humidity; working in confined spaces; and irregular work hours; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fire, smoke, and extreme heat; working on ladders/scaffolds and in high, precarious places; vibrations, noise, slippery/uneven surfaces; grease and oils, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals, and solvents (cleaning equipment); radiant and electrical energy. The employee is moderate to excessively exposed to: fumes, smoke, gases; unusual fatigue factors working major fires; emergency, EMS, fire and major trauma stress. The employee is excessively exposed to heat and working closely with others. The noise level in the work environment is usually moderate to loud.



# JOB CLASSIFICATION

<b>Job Title</b>	Public Safety Supervisor - Lieutenant	<b>Job Code</b>	927
<b>Department</b>	Public Safety Services	<b>Pay Band</b>	12
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/10/18	<b>Adopted</b>	12/17/18
<b>Amended</b>	12-06-21		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

## POSITION DEFINITION

To supervise, plan and coordinate the activities and operations of an assigned unit within the public safety department including patrol, fire scenes, investigations or support services; to coordinate assigned activities with other departments, divisions, outside agencies and the general public; to provide highly complex staff assistance to the Public Safety Service Captain, Police Captain and/or Battalion Chief; and to apply independent judgment, discretion and law enforcement/fire skills in resolving problems, appraising effectiveness of police/fire techniques used and interpreting departmental policies, regulations and City police/fire ordinances, state laws, and federal laws.

## SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director, Chiefs, Assistant Chiefs, Public Safety Supervisor Captain, Battalion Chief, or Police Captain.

Exercises direct supervision over Police Lieutenants, Fire Captains, Firefighters, Police Officers, Public Safety Officers, Reserve Police Officers, and non-sworn civilian, technical, and clerical staff.

## EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

#### **Essential duties and responsibilities when functioning as a Shift Lieutenant**

- Supervise and coordinate the staffing and operational activities for an assigned patrol/fire shift, the investigative unit, or the support services unit; provide highly responsible staff assistance to



## JOB CLASSIFICATION

the Director, Police Chief, Fire Chief, Public Safety Service Captain, Battalion Chief, and Police Captain.

- Assigned as a Special Programs Coordinator for the Department. Special Programs include, but are not limited to, Training and Safety, Quality Assurance, Safety and Risk Management, Field Training Coordination, Professional Development Planning, Pre-Fire Plans, Knox Box Coordination, Uniform and Personal Gear Coordination, Standard Operating Guidelines Updates, EMS.
- Respond to fire alarms and direct firefighting and rescue operations of a fire company or multiple fire companies, take command of emergency incidents until and if relieved of command by a superior officer; participate in fire-fighting and rescue work.
- Order initial evacuation, order entry by fire fighters, call for mutual aid and calls for additional equipment upon arrival at a fire unless superior officer is already present.
- Participate in the development and implementation of goals, objectives, policies, and priorities for an assigned unit; identify resource needs; recommend and implement policies and procedures.
- Assist in planning, organizing, and directing activities of the police/fire shift; direct the shift in the absence of the Public Safety Service-Captain, Battalion Chief or Fire Chief.
- Train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; determine and implement discipline, specifically verbal and written warnings; effectively recommend discipline, specifically suspension and termination procedures, to the Director, Police Chief, Fire Chief. With respect to the Community Service Officer (CSO) program, must hire, train, motivate, coordinate, supervise, and discipline, up to and including termination, the CSOs.
- Inspect commercial, industrial, and residential apartment buildings for compliance with the recommendations of the Fire Prevention Code, Minimum Housing Code and all other standards for fire safety.
- Respond to grievances in accordance with the police/fire Collective Bargaining Agreement.
- Coordinate and review the work plan for the assigned unit; meet with staff to identify and resolve problems; assign work activities and projects; monitor work flow; review and evaluate work products, methods and procedures.
- Identify opportunities for improving service delivery and administrative support methods and procedures; review with appropriate management staff.
- Implement assigned activities with those of other departments, divisions and outside agencies and organizations; provide staff assistance to the Public Safety Service Captain, Police Captain or Battalion Chief; prepare and present staff reports and other necessary correspondence.
- Oversee, review and participate in the preparation of police/fire reports and records for an assigned unit; compile shift statistics; ensure accuracy and compliance with the police/fire and City regulations.



## JOB CLASSIFICATION

- Attend and participate in various meetings of the public safety department; provide information and advice regarding public safety activities.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- May serve in the absence of the Public Safety Service Captain, Battalion Chief or Police Captain as assigned.
- Act as incident commander during major public safety incidents.
- Coordinate the actions needed for parades and other special events.
- Oversee the investigative unit, as assigned; review all case work prepared by shift and investigative unit personnel; delegate and monitor daily case assignments; monitor and supervise activities of investigative unit personnel; compile investigator case load statistics; review all intelligence reports generated within the Police Division; lead investigative unit in homicide investigations.
- Coordinate all activities with the University of Northern Iowa Department of Public Safety.
- Assist in the completion of all internal affairs investigations.
- Oversee a patrol/fire shift as assigned; monitor and supervise personnel; supervise the activities of a shift with subordinate staff; coordinate major crime and accident scenes; assign and monitor case follow-up activities; review accident cases and notarize traffic tickets; monitor criminal investigations; coordinate and participate in internal investigations.
- Participate in the investigation and apprehension of offenders; monitor and oversee book-in procedures of prisoners; establish areas within the city for select enforcement; prepare briefing materials and press releases when appropriate.
- Coordinate and oversee activities related to training, code enforcement, neighborhood liaisons, research, school resource, planning, reserve officer and alternative staff program, as assigned.
- Oversee and ensure shift personnel clean and maintain station facilities, grounds, equipment and apparatus; ensure that appropriate conditions are maintained at assigned fire station; ensure that all equipment and apparatus is in a constant state of readiness for emergency calls through daily equipment check and the regular exercising of vehicles and equipment; maintain equipment inventory within the fire division.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement/fire science.
- Conduct minor repairs on police/fire equipment; maintain equipment inventory within the public safety department.



## JOB CLASSIFICATION

- Perform other duties as assigned.

### **Essential duties and responsibilities when functioning as a Public Safety Training/Staffing Coordinator:**

The primary purpose of the training coordinator position is to provide quality training for the public safety department, to assist in assuring adequate staffing levels are maintained and coordinated alternative staff. The position will work under the direction of the Director, Police Chief and Fire Chief.

- Respond to emergencies as assigned and be available to respond to emergencies while off duty as needed. (Typically structure fires or other large incidents requiring additional staffing).
- Develop and implement an annual training plan for public safety based on strategic plan, actual needs, and various standards.
- From time to time may be asked to provide staffing help during a normal work day on a limited basis if assigned to a 40 hour week schedule.
- Provide information for monthly and annual reports.
- Develop and implement a yearly training plan.
- Coordinate and track all training and development.
- Work closely with function leaders on development of the training plan.
- Seek outside training and development for function leaders.
- Evaluate, review, and revise training program as needed.
- Assist in the recruitment, testing, and training of all public safety staff.
- Assist in the scheduling and staffing of shifts.
- Provide support to other projects as assigned by the Public Safety Service Supervisor.

### **MINIMUM SKILLS AND QUALIFICATIONS**

#### REQUIRED KNOWLEDGE

- Operational characteristics, services and activities of a comprehensive law enforcement and fire programs.



## JOB CLASSIFICATION

- Modern and complex principles and practices of law enforcement/fire science.
- Mechanical, chemical, and related characteristics of a wide variety of flammable, explosive, and similar materials.
- Police/fire prevention laws, ordinances, rules, and regulations; public safety policies, rules and regulations.
- Principles of supervision, training and performance evaluation.
- Modern investigative methods including interviewing and interrogation techniques as assigned.
- Functions and objectives of Federal, State, and other local law enforcement/fire agencies.
- Technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, and care and custody of property.
- Criminal behavior.
- Police/fire collective bargaining contracts.
- The geography of the City including principal buildings, hydrants, and the location of special fire hazards.
- Use of firearms and other modern police equipment.
- Modern office procedures, methods and computer equipment.
- First Aid and rescue methods and techniques.
- Pertinent Federal, State and local laws and ordinances, particularly with reference to apprehension, arrest, search and seizure, evidence and records management, and traffic control.

### ABILITY TO PERFORM

- Apply independent judgment and law enforcement/fire science skills in resolving work problems.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Manage case work and monitor case work assigned to officers.
- Interpret and explain city and Police Division policies and procedures.
- Prepare clear and concise reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.



## JOB CLASSIFICATION

- Properly interpret, enforce and make decisions in accordance with laws, regulations and policies with firmness, tact and impartiality
- Work independently without direct supervision.
- Analyze situations quickly and objectively, and utilize discretion and independent judgment within general departmental guidelines to determine proper course of action.
- Develop and implement various programs as assigned.
- Obtain information through interviews and interrogation.
- Meet and deal with the public tactfully and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Demonstrate and use CPR and first aid when necessary.
- Use and care for firearms.
- Recognize and define fire hazards and to recommend effective corrective measures.
- Demonstrate keen powers of observation and memory.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Follow all safety rules and regulations of the Public Safety Services Department and the City.
- Give credible testimony.
- Work irregular hours, including weekends, holidays, and extended hours in emergency, disaster or other situations influenced by workload or staffing difficulties.

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

A minimum of four years of public safety experience, including experience as a firefighter and a police officer. An assignment to the Fire Division will require at least two years of experience in the Fire Division with the City of Cedar Falls. An assignment to the Police Division will require at least two years of experience in the Police Division with the City of Cedar Falls.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university.





## JOB CLASSIFICATION

### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of certification as a police officer from the State of Iowa.

Possession of an appropriate Fire Fighter I Certification in the State of Iowa.

Possession of Firefighter II Certification within two years of appointment.

If assigned to the Fire Division, possession of Fire Service Instructor I Certification within two years of appointment.

If assigned to the Fire Division, possession of Fire Officer I Certification within two years of appointment.

If assigned to the Police Division, possession of a police instructor certification or certification to administer specialty tasks, test or assignment (such as MMPI, POST test, Cooper Fitness test for State of Iowa, Field Training Supervisor certification, etc.) within two years of appointment.

## WORKING CONDITIONS AND ENVIRONMENT

### ENVIRONMENTAL CONDITIONS

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, firearms, bodily fluids, and noise; may be exposed to emergency and disaster situations; may work in stressful situations.

### PHYSICAL CONDITIONS

Essential and other important functions require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time; and in operating a motorized vehicle.

### ILLUSTRATIVE EXAMPLES OF PHYSICAL DEMANDS

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job the employee is exposed to a minimal amount of repeated bending, stooping or crouching; and/or moving more than 100 pounds. The employee is moderately required to: operate motorized vehicle/equipment; perform heavy lifting and carrying, 45 lbs & over; perform straight, and hand-over-hand, pulling; use hearing and speech; utilize both hands, legs, and arms; kneel, crawl, push, climb and or balance using arms & legs and using legs only; reach above the shoulders; and use hands to finger, handle, or feel. The employee is exposed to excessive: light lifting and carrying, under 15 lbs; moderate lifting and carrying, 15-45 lbs; use of fingers, both hands, arms, and legs; walking, standing, sitting, and use of both eyes. Specific vision abilities required by this job include



## JOB CLASSIFICATION

ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### ILLUSTRATIVE EXAMPLES OF WORK ENVIRONMENT

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is minimally exposed to: poison oak, explosives, working alone, and working below ground. The employee is moderately exposed to: inside and outside work; outside weather conditions; wet and/or humid conditions; extreme cold, dampness or chilling; dry atmosphere conditions, and/or humidity; working in confined spaces; and irregular work hours; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fire, smoke, and extreme heat; working on ladders/scaffolds and in high, precarious places; vibrations, noise, slippery/uneven surfaces; grease and oils, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals, and solvents (cleaning equipment); radiant and electrical energy. The employee is moderate to excessively exposed to: fumes, smoke, gases; unusual fatigue factors working major fires; emergency, EMS, fire and major trauma stress. The employee is excessively exposed to heat and working closely with others. The noise level in the work environment is usually moderate to loud.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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**MEMORANDUM***Administration Division*

**TO:** Mayor Green & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** November 29, 2021  
**SUBJECT:** Main Street Iowa Program Agreement

Every two years, Community Main Street, the Iowa Economic Development Authority and the City of Cedar Falls consider an agreement to continue their partnership. The last agreement was completed in October 2019. Attached is an agreement for the next two-year period, covering January 1, 2022 – December 31, 2023. The agreement is the same as the previous agreement, with dates updated.

The Community Main Street Board has adopted a resolution of support. Staff recommends approving the attached agreement and City resolution of support.

**CC:** Ron Gaines, PE, City Administrator  
Kim Bear, Executive Director, Cedar Falls Community Main Street

## MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT (“Agreement”) is entered into and executed by the Iowa Economic Development Authority (the “IEDA”), the City of Cedar Falls (the “City”), and Community Main Street Inc. (the “Local Main Street Program”) (Individually “Party” and Jointly, the “Parties”).

WHEREAS, the IEDA administers the Main Street Iowa Program (the “MSI Program”); and

WHEREAS, the City was selected to participate in the MSI Program in 1987 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

### **SECTION I. The Local Main Street Program agrees to:**

#### **1. Main Street Revitalization Focus:**

- a. Maintain the Local Main Street Program’s focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

#### **2. Main Street Paid Executive Director:**

- a. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the City. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program. Part time employment is 25 hours per week dedicated to the Local Main Street Program. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position.
- b. In the event this position is vacated during the time of this agreement, the Local Main Street Program shall fill this position in a reasonable time and provide a written timeline to fill this position to the IEDA’s Main Street Iowa State Coordinator (“the Coordinator”).
- c. If the Executive Director for the Local Main Street Program also serves as the director, executive director, chief executive officer, president, or other leadership role for another organization or program (e.g., chamber, tourism, community/county economic development, City, etc.) the Executive Director shall dedicate at least twenty-five hours per week to their duties as Executive Director of the Local Main Street Program.
- d. Develop and maintain an accurate position description for the Executive Director, a copy of which shall be provided to the Coordinator, which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible.
- e. Maintain worker's compensation insurance for the Executive Director and staff.

3. Designated Main Street District: Submit to the Coordinator a current map of the approved designated Main Street district contemporaneously with execution of this Agreement.
4. Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
5. Main Street Economic Impact Reporting:
  - a. Submit economic impact reports to the Coordinator on or before established due date documenting the progress of the Local Main Street Program's activities.
  - b. If the Local Main Street Program is 30 or more days late submitting any economic impact report, Main Street Iowa design services, business support services, eligibility for grant applications, and targeted technical assistance visits available through Main Street Iowa may be suspended until the Local Main Street Program has submitted all required reports.
6. National Main Street Accreditation:
  - a. Maintain Main Street America National Accreditation.
  - b. Maintain a "Main Street America Member Community" membership with Main Street America.
  - c. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.
7. Training Requirements:
  - a. Participate, as required by the IEDA, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar.
  - b. Any newly hired Executive Director will be required to participate in Main Street Orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
8. Demonstrated Support:
  - a. Obtain from the City's governing body a Resolution of Support of the Local Main Street Program. This resolution must describe sources and amounts of funding for the program, a commitment to appoint a City official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach® as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
  - b. Obtain a Resolution of Support from the Local Main Street Program governing board in which the board commits to continuing Main Street district revitalization following the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program.
9. Compliance:
  - a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
  - b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program, 261 IAC Chapter 39. If the

IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:

- i. IEDA shall issue an "Initial Warning" describing how the Local Main Street Program is out of compliance and provide guidance on how to resolve the issues. The Local Main Street Program will have 90 days to resolve non-compliance issues. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether The Local Main Street Program has resolved the non-compliant issues.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via overnight delivery service to the Local Main Street Program, the City, and Main Street America. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation all services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity.
- v. The City may reapply for Main Street Iowa designation.

10. Main Street Re-Designation:

- a. Continued participation in the MSI Program after the term of this Agreement shall be contingent upon re-designation as a participant in the MSI Program. Submission of a request for re-designation shall be submitted at least 90 days prior to the end of the term of this Agreement.
- b. The IEDA will provide information and guidance regarding re-designation to the Local Main Street Program at least 6 months prior to the re-designation request submission deadline.
- c. To be re-designated as a participant in the MSI Program, at a minimum, the Local Main Street Program shall:
  - i. Document local revitalization impacts through its partnership with Main Street Iowa;
  - ii. Demonstrate the Local Main Street Program's active utilization of MSI Program services and benefits;
  - iii. Identify specific plans for future downtown/Main Street district revitalization;
  - iv. Set out future Main Street Iowa technical assistance needs; and
  - v. Demonstrate continued broad-based commitment and support of the Local Main Street Program and its revitalization efforts.

**SECTION II. The CITY agrees to:**

1. Main Street Revitalization Support:

- a. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach®.
- b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation and the re-designation process described above.
4. Demonstrated Support: Pass a Resolution to demonstrate the City's support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board, and commit to continuing to follow the Main Street Approach® as developed by the Main Street America and espoused by the MSI Program for local Main Street district revitalization efforts.

### **SECTION III. The IEDA agrees to:**

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
  - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
  - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
  - c. Conduct an on-site partnership visit at least once every two years.
  - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
  - a. Coordinate at least three (3) statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
  - b. Conduct at least three MSI Program orientations for all new Executive Directors and Local Main Street Program board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities.
  - c. Offer optional regional training sessions.
  - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Include the Local Main Street Program and City in the Main Street Iowa network.
5. Main Street Designation: Create and implement a re-designation process to be completed by all Local Main Street Programs every five (5) years.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this Agreement shall be for a period of twenty-four (24) months beginning January 1, 2022 and ending December 31, 2023.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.
4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

BY: \_\_\_\_\_  
Mayor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Printed Name

Cedar Falls, IA  
\_\_\_\_\_  
City

BY:  \_\_\_\_\_  
Board President Signature

11/23/21  
\_\_\_\_\_  
Date

Lexie Heath  
\_\_\_\_\_  
Board President Printed Name

Community Main Street Inc.  
Local Main Street Program

BY: \_\_\_\_\_  
Deborah V. Durham, Director  
Iowa Economic Development Authority

\_\_\_\_\_  
Date





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, Planning & Community Services Manager  
**DATE:** November 29, 2021  
**SUBJECT:** Housing Choice Voucher Program – Administrative Plan update

#### **Background**

The Housing Choice Voucher Program, commonly known as Section 8, is guided by an Administrative Plan. The purpose of the Administrative Plan is to establish guidelines for the Public Housing Agency (PHA) to manage the voucher program. The basic guidelines for this plan are governed by requirements of the U.S. Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The policies and procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, tenants, landlords, and to the Public Housing Agency alike. Notwithstanding the above, changes in applicable federal law or regulations supersede any provisions in conflict with this policy.

#### **Analysis**

The PHA last updated its Administrative Plan in 2015. The issue with our current format is that while it references HUD policies and procedures, it does not include detailed guidance on these policies and procedures, requiring staff to search through HUD online resources to find guidance when more complex issues arise.

To provide for more efficient and up-to-date management of the program, staff obtained a model plan from Nan McKay & Associates, a leading firm that provides training and guidance on best practices for public housing agencies. The model Administrative Plan provides detailed guidance on HUD policies and procedures regarding management of the Housing Choice Voucher Program. In addition, subscribing to the Nan McKay revision service will ensure that policies remain up-to-date as HUD makes regulatory changes and provides the tools to help ensure a thorough and accurate administrative plan is in place over time.

The amended plan includes recommended language for each area in which we have the discretion or the flexibility to adopt our own policies. In areas where we currently do not have a

policy, staff recommends using the model policies from Nan McKay. In this plan, HUD regulations and other requirements are described in detail with the appropriate citations to the applicable federal rules for reference as needed.

While the updated plan includes significantly more language than the 2015 plan, much is not new policy or procedure, but merely provides more detail on how we already conduct our operations. Language in all areas has been updated to reflect the current HUD procedures and practices by PHA's throughout the nation, including updates to reflect new ways to conduct business using technology, which has been particularly helpful in preventing the spread of COVID-19.

There are a just a couple areas where staff is recommending changes to our current policies. These substantive changes are described below:

1) Chapter 3: Eligibility

While the regulations state that the PHA must prohibit admission for certain types of criminal activity (violent crimes and serious drug-related offenses), in recent years HUD has allowed and even encouraged PHA's to use more discretion to consider mitigating circumstances for past criminal activity when making a decision to either approve or deny admission to the program or to terminate assistance. It is our understanding that HUD has moved toward a more discretionary and flexible policy in light of evidence that there has been disparate treatment in arrests and conviction rates for persons of color. The proposed policy provides better guidance to allow for a case-by-case review.

2) Chapter 5: Briefings

Within this section, we recommend changing the requirement for same sex children to share a bedroom. Currently children of the same gender who are up to seven years apart in age are required to share a bedroom. Reducing this requirement to five years apart will allow families more flexibility for children who vary significantly in developmental stage to be in separate bedrooms.

**Recommendation**

The attached, updated Administrative Plan was reviewed by the Housing Commission at their November 9<sup>th</sup> meeting and on a unanimous vote they recommended approval.

The Planning & Community Services Division recommends that the Council adopt a resolution approving the attached, updated Administrative Plan for the Cedar Falls Housing Choice Voucher Program.

*Attachment: 2021 HCV Administrative Plan for the City of Cedar Falls Housing Authority*

# HCV ADMINISTRATIVE PLAN

EFFECTIVE

*The City of Cedar Falls Housing  
Authority*



# HCV Administrative Plan

## THE CITY OF CEDAR FALLS HOUSING AUTHORITY

Approved by the HA Board of Commissioners:

Submitted to HUD:

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## **Introduction**

### **ABOUT THE REFERENCES CITED IN THE MODEL ADMINISTRATIVE PLAN**

#### **AUTHORITIES FOR POLICIES IN THE MODEL ADMINISTRATIVE PLAN**

The authority for PHA policies is derived from many sources. Primary among these sources are federal statutes, federal regulations, and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. Industry practice may also be used to develop policy as long as it does not conflict with federal requirements or prohibitions.

#### **HUD**

HUD provides the primary source of PHA policy through federal regulations, HUD notices, and handbooks. Compliance with federal regulations, current HUD notices, and current HUD handbooks is mandatory.

HUD also provides guidance to PHAs through other means such as HUD-published guidebooks, expired HUD notices, and expired handbooks. Basing PHA policy on HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a “safe harbor.”

Material posted on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations in various aspects of the program.

#### **State Law**

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

#### **Industry Practice**

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. Industry practice refers to a way of doing things or a policy that has been adopted by a majority of PHAs.

### **RESOURCES CITED IN THE MODEL ADMINISTRATIVE PLAN**

The model administrative plan cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the model administrative plan may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the administrative plan and a list of references and document locations that are referenced in the model administrative plan or that may be helpful to you.

## Abbreviations

Throughout the model administrative plan, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited in the model administrative plan.

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
HUD-50058 IB	HUD-50058 Instruction Booklet
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.
HB 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

## Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the model administrative plan, and the online location of each.

Document and Location
Code of Federal Regulations <a href="https://www.ecfr.gov/">https://www.ecfr.gov/</a>
Earned Income Disregard FAQ <a href="https://www.hud.gov/program_offices/public_indian_housing/phr/about/ao_faq_eid">https://www.hud.gov/program_offices/public_indian_housing/phr/about/ao_faq_eid</a>
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule <a href="http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf">http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf</a>
Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data <a href="https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF">https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF</a>
Executive Order 11063 <a href="https://www.archives.gov/federal-register/codification/executive-order/11063.html">https://www.archives.gov/federal-register/codification/executive-order/11063.html</a>

Federal Register <a href="https://www.federalregister.gov/">https://www.federalregister.gov/</a>
Housing Choice Voucher Program Guidebook (7420.10G), Updated Chapters <a href="https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook">https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook</a>
HUD-50058 Instruction Booklet <a href="https://www.hud.gov/sites/documents/FORM50058INSTRUCTBOOKLET.PDF">https://www.hud.gov/sites/documents/FORM50058INSTRUCTBOOKLET.PDF</a>
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 <a href="https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf">https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf</a>
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 <a href="https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf">https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf</a>
Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice <a href="https://www.hud.gov/sites/documents/DOC_8993.PDF">https://www.hud.gov/sites/documents/DOC_8993.PDF</a>
Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System <a href="https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF">https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF</a>
Notice PIH 2018-24, Verification of Social Security Numbers (SSNs) and Social Security (SS) and Supplemental Security Income (SSI) Benefits; and Effective Use of the Enterprise Income Verification (EIV) System's Identity Verification Report <a href="https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-24_EIV_SSN_Notice_FINAL.pdf">https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-24_EIV_SSN_Notice_FINAL.pdf</a>
OMB Circular A-133 <a href="https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133.pdf">https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133.pdf</a>
Project-Based Voucher Program; Final Rule <a href="http://www.gpo.gov/fdsys/pkg/FR-2005-10-13/pdf/05-20035.pdf">http://www.gpo.gov/fdsys/pkg/FR-2005-10-13/pdf/05-20035.pdf</a>
VAWA Final Rule <a href="http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf">http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf</a>

The HUD website is <https://www.hud.gov/>.

Guidebooks, handbooks and other HUD resources may be found at the HUDClips website:  
[https://www.hud.gov/program\\_offices/administration/hudclips](https://www.hud.gov/program_offices/administration/hudclips).





## Chapter 1

### OVERVIEW OF THE PROGRAM AND PLAN

#### INTRODUCTION

The PHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

#### PART I: THE PHA

##### 1-I.A. OVERVIEW

This part explains the origin of the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

### **1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA**

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the **City of Cedar Falls Housing Authority** for the jurisdiction of **City of Cedar Falls**.

The officials of a PHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of the PHA.

The principal staff member of the PHA is the executive director (ED), hired and appointed by the board of commissioners. The executive director is directly responsible for carrying out the policies established by the board and is delegated the responsibility for hiring, training and supervising the PHA staff in order to manage the day-to-day operations of the PHA. The executive director is responsible for ensuring compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

### **1-I.C. PHA MISSION**

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

#### PHA Mission Statement

The Mission statement of the City of Cedar Falls Housing Authority, (HA) is to assist low-income families in obtaining decent, safe, affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. This HA is committed to operating in an efficient, ethical, and professional manner. Partnerships will be created and maintained with its clients and appropriate community agencies in order to accomplish this mission.

### **1-I.D. THE PHA'S PROGRAMS**

The following programs are included under this administrative plan:

#### PHA Policy

The PHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

### **1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE**

As a public service agency, the PHA is committed to providing excellent service to HCV program participants, owners, and to the community. The PHA's standards include:

- Administer applicable federal and state laws and regulations to achieve high ratings in performance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- Promote fair housing and the equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and a high level of commitment to our employees and their development.

The PHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.



## PART II: THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

### 1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the reader to better understand the program.

The United States Housing Act of 1937 (the “Act”) is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.

Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality (“housing quality standards”) and was within certain HUD-established rent limitations (“fair market rents”), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family’s adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was that the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as “conforming” rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent of adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

## **1-II.B. HCV PROGRAM BASICS**

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. The PHA is afforded choices in the operation of the program which are included in the PHA's administrative plan, a document approved by the board of commissioners of the PHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in the PHA's jurisdiction and may also be eligible to move under portability to other PHAs' jurisdictions.

When a family is determined to be eligible for the program and funding is available, the PHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, the PHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The PHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

## **1-II.C. THE HCV PARTNERSHIPS**

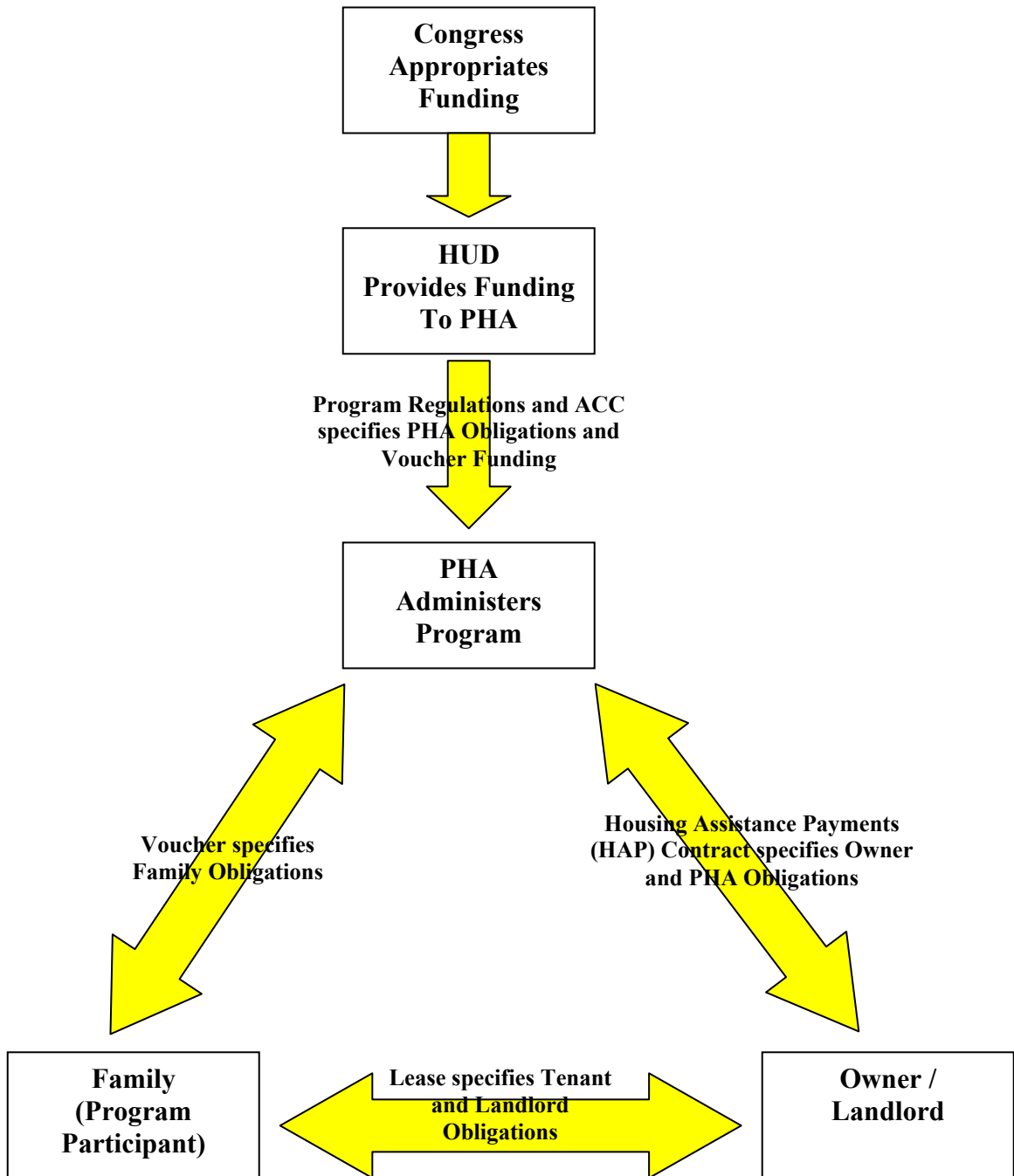
To administer the HCV program, the PHA enters into a contractual relationship with HUD (Consolidated Annual Contributions Contract). The PHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, the PHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart on the following page illustrates key aspects of these relationships.



**The HCV Relationships:**



### **What Does HUD Do?**

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

### **What Does the PHA Do?**

The PHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

## What Does the Owner Do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine suitability as renters.
  - The PHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
  - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract executed with the PHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

### **What Does the Family Do?**

The family has the following responsibilities:

- Provide the PHA with complete and accurate information as determined by the PHA to be necessary for administration of the program;
- Make their best and most timely efforts to locate qualified and suitable housing;
- Attend all appointments scheduled by the PHA;
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the PHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the PHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

### **1-II.D. APPLICABLE REGULATIONS**

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

## **PART III: THE HCV ADMINISTRATIVE PLAN**

### **1-III.A. OVERVIEW AND PURPOSE OF THE PLAN**

The administrative plan is required by HUD. The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan. This administrative plan is a supporting document to the PHA agency plan, and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define the PHA's local policies for operation of the housing programs in accordance with federal laws and regulations. All issues related to the HCV program not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable law. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD regulations as well as all federal, state and local fair housing laws and regulations.

### **1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]**

The HUD regulations at 24 CFR 982.54 define the policies that must be included in the administrative plan. They are as follow:

- Selection and admission of applicants from the PHA waiting list, including any PHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the PHA waiting list (Chapter 4);
- Issuing or denying vouchers, including PHA policy governing the voucher term and any extensions of the voucher term. If the PHA decides to allow extensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions, and how the PHA determines the length of any extension (Chapter 5);
- Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);

- Occupancy policies, including definition of what group of persons may qualify as a 'family', definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12);
- Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);
- Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);
- Providing information about a family to prospective owners (Chapters 3 and 9);
- Disapproval of owners (Chapter 13);
- Subsidy standards (Chapter 5);
- Family absence from the dwelling unit (Chapter 12);
- How to determine who remains in the program if a family breaks up (Chapter 3);
- Informal review procedures for applicants (Chapter 16);
- Informal hearing procedures for participants (Chapter 16);
- The process for establishing and revising voucher payment standards, including policies on administering decreases in the payment standard during the HAP contract term (Chapter 16);
- The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);
- Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 16);
- Interim redeterminations of family income and composition (Chapter 11);
- Restrictions, if any, on the number of moves by a participant family (Chapter 10);
- Approval by the board of commissioners or other authorized officials to charge the administrative fee reserve (Chapter 16);
- Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8); and
- PHA screening of applicants for family behavior or suitability for tenancy (Chapter 3).

## **Mandatory vs. Discretionary Policy**

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to adopt local policies and procedures that are consistent with mandatory policies in areas where HUD gives the PHA discretion. The PHA's administrative plan is the foundation of those policies and procedures. HUD's directions require PHAs to make policy choices that provide sufficient guidance to staff and ensure consistency to program applicants and participants.

Creating policies based upon HUD guidance is not mandatory, but provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully think through those decisions.

### **1-III.C. ORGANIZATION OF THE PLAN**

The plan is organized to provide information to users in particular areas of operation.

### **1-III.D. UPDATING AND REVISING THE PLAN**

The PHA will revise this administrative plan as needed to comply with changes in HUD regulations. The original plan and any changes must be approved by the board of commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

#### PHA Policy

The PHA will review and update the plan as needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.





## Chapter 2

### FAIR HOUSING AND EQUAL OPPORTUNITY

#### INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the *Federal Register*.



## PART I: NONDISCRIMINATION

### 2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together.

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

#### PHA Policy

No person shall, on the grounds of race, color, national origin, religion or creed, sex, sexual orientation, gender identity, disability; mental or physical, familial status, retaliation for having filed a charge, complained about discrimination to the management or landlord, or participated in an investigation or court proceedings involving discrimination be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to applicants for, and participants in, the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the HA office. In addition, all

written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HA will assist families that believe they have suffered illegal discrimination by providing them copies of the housing discrimination form. The HA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

Staff will be required to participate in fair housing training and will be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities. Fair Housing posters are visible in the HA office and/or municipal building.

Except as otherwise provided in 24 CFR 8.21(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA facilities are inaccessible to or unusable by persons with disabilities.

## 2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

### PHA Policy

The PHA shall not discriminate because of creed or military status.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

## Providing Information to Families and Owners

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

## Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]

### PHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)





## PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

### 2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

#### PHA Policy

It is the policy of the HA to be service-directed in the administration of housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families. A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HA will treat a person differently than anyone else.

The HA's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on HA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities.

## **2-II.B. DEFINITION OF REASONABLE ACCOMMODATION**

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

### **Types of Reasonable Accommodations**

When needed, the PHA will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff

## **2-II.C. REQUEST FOR AN ACCOMMODATION**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

### PHA Policy

The PHA requires family to make its request in writing using a reasonable accommodation request form.

## 2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the PHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

**2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION** [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond in writing within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal review (if applicable) or informal hearing (see Chapter 16).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family in writing of its determination within 10 business days from the date of the most recent discussion or communication with the family.

## **2-ILF. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS**

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

### PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (1-800-735-2943 text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

## 2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

## **2-II.H. DENIAL OR TERMINATION OF ASSISTANCE**

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.



## **PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

### **2-III.A. OVERVIEW**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

## 2-III.B. ORAL INTERPRETATION

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

### PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote briefings, informal reviews, or hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

## 2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

### PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

## 2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

### PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.



**EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER  
FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

## Chapter 3

### ELIGIBILITY

#### INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
  - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
  - Not currently be receiving a duplicative subsidy.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and PHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Assistance. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause the PHA to deny assistance.





## PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

### 3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

### 3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR Notice 02/03/12; Notice PIH 2014-20]

The terms *family* and *household* have different meanings in the HCV program.

#### Family

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

*Gender Identity* means actual or perceived gender characteristics.

*Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

#### PHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application, and must notify the PHA if the family's composition changes.

#### Household

*Household* is a broader term that includes additional people who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

### 3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

#### Family Breakup [24 CFR 982.315; Notice PIH 2017-08]

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section 16-IX.D of this plan.)
- In accordance with Notice PIH 2017-08, for HUD–Veterans Affairs Supportive Housing (HUD–VASH) vouchers, when the veteran is the perpetrator of domestic violence, dating violence, sexual assault, or stalking, the victim must continue to be assisted. Upon termination of the perpetrator’s HUD–VASH voucher, the victim should be given a regular HCV if one is available, and the perpetrator’s HUD–VASH voucher should be used to serve another eligible family. If a regular HCV is not available, the victim will continue to use the HUD–VASH voucher, which must be issued to another eligible family upon the voucher’s turnover.
- If a court determines the disposition of property between members of the assisted family, the PHA is bound by the court’s determination of which family members continue to receive assistance.

#### PHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the waiting list or continue to receive assistance. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals

### **Remaining Member of a Tenant Family [24 CFR 5.403]**

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

### **3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]**

*Head of household* means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

#### PHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

### **3-I.E. SPOUSE, COHEAD, AND OTHER ADULT**

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

*Spouse* means the marriage partner of the head of household.

#### PHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

#### PHA Policy

Minors who are emancipated under state law may be designated as a cohead.

*Other adult* means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

### **3-I.F. DEPENDENT [24 CFR 5.603]**

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a dependent allowance as described in Chapter 6.

#### **Joint Custody of Dependents**

##### PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

### **3-I.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]**

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent allowance, and (2) the earned income of such an FTS is treated differently from the income of other family members.

### **3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, FR Notice 02/03/12]**

#### **Elderly Persons**

An *elderly person* is a person who is at least 62 years of age.

#### **Near-Elderly Persons**

A *near-elderly person* is a person who is 50-61 years of age.

#### **Elderly Family**

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because elderly families qualify for the elderly family allowance as described in Chapter 6.

### **3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]**

#### **Persons with Disabilities**

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

#### **Disabled Family**

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance as described in Chapter 6.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the PHA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter, or from terminating assistance in accordance with the policies in Chapter 12.

### **3-I.J. GUESTS [24 CFR 5.100]**

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

#### PHA Policy

A guest can remain in the assisted unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

### 3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

*Foster adults* are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults who are living with an applicant or who have been approved by the PHA to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

#### PHA Policy

A *foster child* is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

### 3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

#### **Definitions of Temporarily and Permanently Absent**

#### PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

#### **Absent Students**

#### PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

### **Absences Due to Placement in Foster Care [24 CFR 5.403]**

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

#### PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

### **Absent Head, Spouse, or Cohead**

#### PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

### **Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]**

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

#### PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

The PHA will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the PHA will consider, any additional documentation or evidence.

### **Return of Permanently Absent Family Members**

#### PHA Policy

The family must request PHA approval for the return of any adult family members that the PHA previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

### 3-I.M. LIVE-IN AIDE

A *live-in aide* is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

#### PHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The PHA will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.



## PART II: BASIC ELIGIBILITY CRITERIA

### 3-II.A. INCOME ELIGIBILITY AND TARGETING

#### Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

#### Definitions of the Income Limits [24 CFR 5.603(b)]

*Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

*Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

*Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### Using Income Limits for Eligibility [24 CFR 982.201]

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. In order to be income eligible, an applicant family must be one of the following:

- A *very low-income* family
- A *low-income* family that has been "continuously assisted" under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4]

#### PHA Policy

The PHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were selected from the PHA's waiting list.

- A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173
- A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101

HUD permits the PHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with the PHA plan and the consolidated plans for local governments within the PHA's jurisdiction.

#### PHA Policy

The PHA has not established any additional categories of eligible low-income families.

#### **Using Income Limits for Targeting [24 CFR 982.201]**

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

### **3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]**

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

#### **Declaration [24 CFR 5.508]**

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

#### ***U.S. Citizens and Nationals***

In general, citizens and nationals are required to submit only a signed declaration as verification of their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

#### **PHA Policy**

Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

#### ***Eligible Noncitizens***

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

### ***Ineligible Noncitizens***

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

### **Mixed Families**

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

### **Ineligible Families [24 CFR 5.514(d), (e), and (f)]**

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to the PHA in accordance with program requirements [24 CFR 5.512(a)].

#### PHA Policy

The PHA will not provide assistance to a family before the verification of at least one family member.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the PHA. The informal hearing with the PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 16.

### **Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]**

For new occupants joining the assisted family, the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

#### PHA Policy

The PHA will verify the citizenship status of applicants at the time other eligibility factors are determined.

### **3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2018-24]**

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within 6 months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of the effective date of the initial HAP contract. A detailed discussion of acceptable documentation is provided in Chapter 7.

*Note:* These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

**3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230; HCV GB, p. 5-13]**

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675 Debts Owed to Public Housing Agencies and Termination, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

### **3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612, FR Notice 4/10/06, FR Notice 9/21/16]**

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

#### **Definitions**

In determining whether and how the new eligibility restrictions apply to a student, the PHA will rely on the following definitions [FR Notice 4/10/06, FR Notice 9/21/16].

#### ***Dependent Child***

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

## ***Independent Student***

### PHA Policy

The PHA will consider a student “independent” from his or her parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

The individual is of legal contract age under state law.

The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

The individual is at least 24 years old by December 31 of the award year for which aid is sought

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence

The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes

The individual is a graduate or professional student

The individual is married

The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)



The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator

The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

If the PHA determines that an individual meets the definition of a *vulnerable youth* such a determination is all that is necessary to determine that the person is an *independent student* for the purposes of using only the student's income for determining eligibility for assistance.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

### ***Institution of Higher Education***

The PHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

### ***Parents***

#### PHA Policy

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc).

### ***Person with Disabilities***

The PHA will use the statutory definition under section 3(b)(3)(E) of the 1937 Act to determine whether a student is a *person with disabilities* (see Exhibit 3-1).

***Veteran***PHA Policy

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

***Vulnerable Youth***PHA Policy

A *vulnerable youth* is an individual who meets the U.S. Department of Education's definition of *independent student* in paragraphs (b), (c), or (h), as adopted in Section II of FR Notice 9/21/16:

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator

## Determining Student Eligibility

If a student is applying for assistance on his/her own, apart from his/her parents, the PHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the PHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from his/her parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

### PHA Policy

For any student who is subject to the 5.612 restrictions, the PHA will:

Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program

Determine whether the student is independent from his/her parents in accordance with the definition of *independent student* in this section

Follow the policies below, if applicable, in determining whether the student's parents are income eligible for the program

If the PHA determines that the student, the student's parents (if applicable), or the student's "family" is not eligible, the PHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

## ***Determining Parental Income Eligibility***

### PHA Policy

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of *independent student* in this section, the PHA will determine the income eligibility of the student's parents as follows:

If the student's parents are married and living together, the PHA will obtain a joint income declaration and certification of joint income from the parents.

If the student's parent is widowed or single, the PHA will obtain an income declaration and certification of income from that parent.

If the student's parents are divorced or separated, the PHA will obtain an income declaration and certification of income from each parent.

If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the PHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. The PHA will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student's parents, the PHA will use the income limits for the jurisdiction in which the parents live.

3-II.F> EIV SYSTEM SEARCHES [Notice PIH 2018-18; EIV FAQs; EIV System Training 9/30/20

### Existing Tenant Search

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

### PHA Policy

The PHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

### Debts Owed to PHAs and Terminations

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

#### PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on the debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

### Income and IVT Reports

For each new admission, the PHA is required to review the EIV income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV income or IVT report dates.

## PART III: DENIAL OF ASSISTANCE

### 3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance. In this section we will discuss other situations and circumstances in which denial of assistance is mandatory for the PHA, and those in which denial of assistance is optional for the PHA.

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16].

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

**Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]**

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

**Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]**

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction under portability. (See Chapter 10.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance (See section 3-III.G.)

### 3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

HUD requires the PHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).

#### PHA Policy

The PHA will not admit an otherwise-eligible family who was evicted from federally assisted housing within the past five years for drug related criminal activity under any circumstances.

- The PHA determines that any household member is currently engaged in the use of illegal drugs.

#### PHA Policy

*Currently engaged in* is defined as any use of illegal drugs during the previous three months, unless the applicant is currently enrolled in and fully compliant with treatment.

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### PHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record or records of arrest will not be used as the sole basis of determining reasonable cause. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine in any location, not just federally assisted housing, the family will be denied assistance.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program



### 3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

#### **Criminal Activity [24 CFR 982.553]**

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

#### PHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years unless otherwise stated, the family will be denied assistance.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

*Immediate vicinity* means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past five years.

Records of arrests for drug-related or violent criminal activity within the past five years, although a record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

### **Previous Behavior in Assisted Housing [24 CFR 982.552(c)]**

HUD authorizes the PHA to deny assistance based on the family's previous behavior in assisted housing.

Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program [FR Notice 12/29/14].

#### PHA Policy

The PHA **will** deny assistance to an applicant family if:

The family does not provide information that the PHA or HUD determines is necessary in the administration of the program.

The family does not provide complete and true information to the PHA.

Any family member has been evicted from federally assisted housing in the last five years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

*Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

### 3-III.D. SCREENING

#### Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

##### PHA Policy

The PHA will perform a criminal background check through Iowa Courts Online, other state court records for states they have resided and One Source, for every adult household member.

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

##### PHA Policy

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

### **Screening for Suitability as a Tenant [24 CFR 982.307]**

The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA has the authority to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

#### PHA Policy

The PHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires the PHA to provide prospective owners with the family's current and prior address (as shown in PHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits the PHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

The PHA may not disclose to the owner any confidential information provided to the PHA by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

#### PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history or criminal history, etc.

### 3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE

#### Evidence [24 CFR 982.553(c)]

##### PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

*Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

#### Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandatory (see Section 3-III.B).

##### PHA Policy

The PHA will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

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

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, sexual assault, or stalking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may, however, trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the applicant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

### **Removal of a Family Member's Name from the Application**

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 982.552(c)(2)(ii)].

#### PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

### **Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]**

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

#### PHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, the PHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, the PHA will determine whether admitting the family as a reasonable accommodation is appropriate. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

### 3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

If the family is eligible for assistance, the PHA will notify the family in writing and schedule a tenant briefing, as discussed in Chapter 5.

If the PHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

#### PHA Policy

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

#### PHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10-day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault or stalking are contained in Section 3-III.G.



### **3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission.

Definitions of key terms used in VAWA are provided in section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

#### **Notification**

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

#### PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim protection under VAWA notify the PHA within 14 business days.

## Documentation

### *Victim Documentation [24 CFR 5.2007]*

#### PHA Policy

If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault or stalking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-IX.D of this plan.

### *Perpetrator Documentation*

#### PHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

## EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

### Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:
 

Inability 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*

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

#### (A) In General

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

**(B) Infants and Young Children**

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(1) Physical or mental impairment includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(4) *Is regarded as having an impairment* means:

- (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
- (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.



**EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION**  
**[20 U.S.C. 1001 and 1002]**

**Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]**

*Institution of Higher Education* shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

*Definition of “Institution of Higher Education” From 20 U.S.C. 1001*

- (a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” means an educational institution in any State that
- (1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
  - (2) Is legally authorized within such State to provide a program of education beyond secondary education;
  - (3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
  - (4) Is a public or other nonprofit institution; and
  - (5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.
- (b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” also includes—
- (1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
  - (2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

*Definition of “Institution of Higher Education” From 20 U.S.C. 1002*

(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term “institution of higher education” for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title—

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);

(B) A postsecondary vocational institution (as defined in subsection (c) of this section); and

(C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(I)(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and

(bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or

(II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or



- (ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution's students complete their clinical training at an approved veterinary school located in the United States.
- (B) Advisory panel
- (i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—
    - (I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and
    - (II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.
  - (ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
- (C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.
- (D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.
- (3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—
- (A) Offers more than 50 percent of such institution's courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title;
  - (B) Enrolls 50 percent or more of the institution's students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

- (C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree, or an associate's degree or a postsecondary diploma, respectively; or
- (D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree or an associate's degree, respectively, except that the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.
- (4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—
- (A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or
- (B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.
- (5) Certification. The Secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
- (6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.

## (b) Proprietary institution of higher education

- (1) Principal criteria. For the purpose of this section, the term “proprietary institution of higher education” means a school that—
- (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
  - (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
  - (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
  - (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
  - (E) Has been in existence for at least 2 years; and
  - (F) Has at least 10 percent of the school’s revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.
- (2) Additional institutions. The term “proprietary institution of higher education” also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

## (c) Postsecondary vocational institution.

- (1) Principal criteria. For the purpose of this section, the term “postsecondary vocational institution” means a school that—
- (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
  - (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
  - (C) Has been in existence for at least 2 years.
- (2) Additional institutions. The term “postsecondary vocational institution” also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.



## Chapter 4

### APPLICATIONS, WAITING LIST AND TENANT SELECTION

#### INTRODUCTION

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in the administrative plan and the annual plan.

The PHA is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA that justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the PHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide the PHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.



## **PART I: THE APPLICATION PROCESS**

### **4-I.A. OVERVIEW**

This part describes the PHA policies for making applications available, accepting applications making preliminary determinations of eligibility, and the placement of applicants on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

### **4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]**

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. The PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

#### PHA Policy

The PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

Families may apply online at [waitlistcheck.com/ia1330](http://waitlistcheck.com/ia1330), obtain application forms from the Cedar Falls City Hall during normal business hours. Families may also request – by telephone or by mail – that an application be mailed to them via first class mail.

Completed applications must be returned to the PHA by mail, electronically, by fax, or submitted in person during normal business hours. Applications must be complete in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

#### **4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS**

##### **Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]**

The PHA must take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

##### **Limited English Proficiency**

PHAs are required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency (LEP).



#### **4-I.D. PLACEMENT ON THE WAITING LIST**

The PHA must review each complete application received and make a preliminary assessment of the family's eligibility. The PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

##### **Ineligible for Placement on the Waiting List**

###### PHA Policy

If the PHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

##### **Eligible for Placement on the Waiting List**

###### PHA Policy

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to any preference(s) for which they qualify, and the date and time their complete application is received by the PHA.



## PART II: MANAGING THE WAITING LIST

### 4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

### 4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

#### PHA Policy

The PHA will maintain a single waiting list for the HCV program.

#### **4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]**

##### **Closing the Waiting List**

A PHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the PHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

##### PHA Policy

The PHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the Preference 1 reaches 36 months for the most current applicants. Where the PHA has particular preferences or funding criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

##### **Reopening the Waiting List**

If the waiting list has been closed, it cannot be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

##### PHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The PHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

*Waterloo/Cedar Falls Courier, City of Cedar Falls Website and Social Media forums*

#### **4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]**

The PHA must conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the PHA to admit a specified percentage of extremely low-income families to the program (see Chapter 4, Part III), the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

##### PHA Policy

The PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

#### 4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

##### PHA Policy

While the family is on the waiting list, the family must immediately inform the PHA of changes in contact information, including current residence, mailing address, and phone number. The changes may be submitted in writing, by phone or by logging into their *assistancecheck.com* account.

#### 4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list.

##### **Purging the Waiting List**

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a PHA request for information or updates, and the PHA determines that the family did not respond because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

##### PHA Policy

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax. Responses should be postmarked or received by the PHA not later than 10 business days from the date of the PHA letter.

If the family fails to respond within 10 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if it is determined that the lack of response was due to PHA error, or to circumstances beyond the family's control.

## Removal from the Waiting List

### PHA Policy

If at any time an applicant family is on the waiting list, the PHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding the PHA's decision (see Chapter 16) [24 CFR 982.201(f)].





## **PART III: SELECTION FOR HCV ASSISTANCE**

### **4-III.A. OVERVIEW**

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families are selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

### **4-III.B. SELECTION AND HCV FUNDING SOURCES**

#### **Special Admissions [24 CFR 982.203]**

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. The PHA must maintain records showing that such families were admitted with special program funding.

#### **Targeted Funding [24 CFR 982.204(e)]**

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

#### PHA Policy

#### **Regular HCV Funding**

The PHA does not currently administer any type of targeted funding.

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

#### 4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

##### **Local Preferences [24 CFR 982.207; HCV p. 4-16]**

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

##### PHA Policy

The PHA will use the following local preferences:

- A. **Displaced:** Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
  
- B. **Elderly Family / Disabled Family / Families Residency Preference**  
Documentation of residency preference must include one of the following at the time of application:
  - i. Evidence of legal domicile by a lease in the name of the applicant;
  - ii. Evidence of legal domicile by a utility bill in the name of the applicant;
  - iii. Evidence of working in Cedar Falls by pay stub or letter from employer; or
  - iv. Evidence of dependent children enrollment in a Cedar Falls school along with two pieces of official mail and a notarized statement from the Cedar Falls homeowner / lease holder.
  - v. Families with at least one dependent who live or work in Cedar Falls.
  
- C. **Families who are not residents and do not live** (do not have a legal domicile) or work in the jurisdiction of the HA.
  
- D. **Single, non-elderly, or non-disabled families** with no children under the age of 18 that do not otherwise fall into a described preference, regardless of residency.

\*The use of a residency preference does not have the purpose or effect of delaying or otherwise denying admission to the Section 8 Program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

##### **Income Targeting Requirement [24 CFR 982.201(b)(2)]**

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income,

whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low-income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

#### PHA Policy

The PHA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

#### **Order of Selection**

The PHA system of preferences may select families based on local preferences according to the date and time of application or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the top of the waiting list, it is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

#### PHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the PHA’s hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA. Documentation will be maintained by the PHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the PHA does not have to ask higher placed families each time targeted selections are made.

#### **4-III.D. NOTIFICATION OF SELECTION**

When a family has been selected from the waiting list, the PHA must notify the family [24 CFR 982.554(a)].

##### PHA Policy

The PHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

- Who is required to attend the interview

- All documents that must be provided at the interview, including information about what constitutes acceptable documentation

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any known alternate address.

#### **4-III.E. THE APPLICATION INTERVIEW**

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH 2018-24].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

##### PHA Policy

Families selected from the waiting list will participate in an eligibility interview by phone or in person.

All adult family members are required to attend the interview.

The head of household or spouse/cohead must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity.) If the family representative does not provide the required documentation at the time of the interview, he or she will be required to provide it within 10 business days.

Pending disclosure and documentation of social security numbers, the PHA will allow the family to retain its place on the waiting list for **30 days**. If not all household members have disclosed their SSNs at the next time the PHA is issuing vouchers, the PHA will issue a voucher to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, and must complete required forms, provide required signatures, and submit required documentation. If any materials are missing, the PHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, the PHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without PHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

#### **4-III.F. COMPLETING THE APPLICATION PROCESS**

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information, the PHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted funding admission, or selection preference that affected the order in which the family was selected from the waiting list.

##### PHA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility.

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. extremely low-income), the family will be returned to its original position on the waiting list. The PHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

If the PHA determines that the family is eligible to receive assistance, the PHA will invite the family to attend a briefing in accordance with the policies in Chapter 5.

## Chapter 5

### BRIEFINGS AND VOUCHER ISSUANCE

#### INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, the PHA must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing the HUD-required documents and other information the family needs to know in order to lease a unit under the program. Once the family is fully informed of the program's requirements, the PHA issues the family a voucher. The voucher includes the unit size for which the family qualifies based on the PHA's subsidy standards, as well as the issue and expiration date of the voucher. The voucher is the document that authorizes the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Briefings and Family Obligations. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses the PHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

#### PART I: BRIEFINGS AND FAMILY OBLIGATIONS

##### 5-I.A. OVERVIEW

HUD regulations require the PHA to conduct mandatory briefings for applicant families who qualify for a voucher. The briefing provides a broad description of owner and family responsibilities, explains the PHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

### **5-I.B. BRIEFING [24 CFR 982.301]**

The PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the PHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

#### PHA Policy

Briefings will be conducted in person or by phone.

Generally, all adult family members are required to attend the briefing. If any adult member is unable to attend, the PHA may waive this requirement as long as the head, spouse or co-head attends the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan (See Chapter 2).

### **Notification and Attendance**

#### PHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.



**Oral Briefing [24 CFR 982.301(a)]**

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside the PHA's jurisdiction;
- An explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction or outside the PHA jurisdiction under portability, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;
- The PHA must inform the family of how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance;
- The advantages of areas that do not have a high concentration of low-income families; and
- For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

## Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, voucher suspensions, and the PHA's policies on any extensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family, how the PHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how the PHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process that may affect the family's assistance.
- The HUD-required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the PHA policy on providing information about families to prospective owners.
- The PHA subsidy standards including when and how exceptions are made.
- Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords known to the PHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the PHA that may assist the family in locating a unit. PHAs must ensure that the list of landlords or other resources covers areas outside of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the PHA.
- The family obligations under the program, including any obligations of a welfare-to-work family.
- The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.
- PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- An explanation of the advantages of moving to an area that does not have a high concentration of low-income families.

If the PHA is located in a metropolitan area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)]:

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction
- Information about the characteristics of these areas including job opportunities, schools, transportation, and other services
- An explanation of how portability works, including a list of portability contact persons for neighboring PHAs with names, addresses, and telephone numbers

### **Additional Items to Be Included in the Briefing Packet**

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2017-12].

#### PHA Policy

The PHA will provide the following additional materials in the briefing packet:

The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*

Information on how to fill out and file a housing discrimination complaint form

The form HUD-5380 domestic violence certification form and the form HUD-5382 notice of occupancy rights, which contains information on VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalking

“Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

“What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12

## 5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The PHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

### Time Frames for Reporting Changes Required By Family Obligations

#### PHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request or notify the PHA of a change, notifying the PHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to the PHA, the notice must be in writing.

### Family Obligations [24 CFR 982.551]

The family obligations of the voucher are listed as follows:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

#### PHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.

- The family must not commit any serious or repeated violation of the lease.

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner's notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

*Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].

- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

PHA Policy

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.

- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (sections I.K and I.M), and Chapter 11 (section II.B). The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

- The family must promptly notify the PHA when the family is absent from the unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]





## **PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE**

### **5-II.A. OVERVIEW**

The PHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The PHA must also establish policies related to the issuance of the voucher, to the voucher term, and to any extensions of the voucher term.

### **5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]**

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;

- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

#### PHA Policy

Children of separate genders regardless of age (i.e., from birth) will be allocated separate bedrooms.

Children of the same gender with an age difference exceeding 5 years will be allocated separate bedrooms.

Unrelated adults of the same gender will be allocated separate bedrooms.

Persons of different generations will be allocated separate bedrooms.

Foster adults and children will not be required to share a bedroom with family members.

In case a family who shares custody of a child (or children), only those children residing in the household more than 50% of the time shall be included when considering assignment of bedroom size.

<b>Voucher Size</b>	<b>Persons in Household (Minimum – Maximum)</b>
0 Bedroom	1
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	4-8
5 Bedrooms	6-10

### 5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

#### PHA Policy

The PHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

The PHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

## **5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]**

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the PHA issues a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, form HUD-52646].

A voucher can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on verification of information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

### PHA Policy

Vouchers will be issued to eligible applicants immediately following the mandatory briefing.

The PHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the PHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].

### PHA Policy

Prior to issuing any vouchers, the PHA will determine whether it has sufficient funding in accordance with the policies in Part VIII of Chapter 16.

If the PHA determines that there is insufficient funding after a voucher has been issued, the PHA may rescind the voucher and place the affected family back on the waiting list.

## **5-II.E. VOUCHER TERM AND EXTENSIONS**

### **Voucher Term [24 CFR 982.303]**

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

#### PHA Policy

The initial voucher term will be 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

### **Extensions of Voucher Term [24 CFR 982.303(b)]**

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

### PHA Policy

Generally, the PHA will not approve extensions to the term of the voucher.

The PHA will approve extensions only in the following circumstances:

It is necessary as a reasonable accommodation for a person with disabilities.

It is necessary due to reasons beyond the family's control, as determined by the PHA. Following is a list of extenuating circumstances that the PHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

Serious illness or death in the family

Other family emergency

Obstacles due to employment

Whether the family has already submitted requests for tenancy approval that were not approved by the PHA

Whether family size or other special circumstances make it difficult to find a suitable unit

Any request for an additional extension must include the reason(s) an additional extension is necessary. The PHA may require the family to provide documentation to support the request or obtain verification from a qualified third party.

All requests for extensions to the voucher term must be made in writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher).

The PHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

**Suspensions of Voucher Term [24 CFR 982.303(c)]**

The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

**Expiration of Voucher Term**

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the PHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

PHA Policy

If an applicant family's voucher term or extension expires before the PHA has approved a tenancy, the PHA will require the family to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply when the waiting list is open in order to be placed on the waiting list.





## Chapter 6

### INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

#### INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

- Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.
- Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.
- Part III: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

## PART I: ANNUAL INCOME

### 6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph [5.609(c)].
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance for Persons with Disabilities (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

## 6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<b>Summary of Income Included and Excluded by Person</b>	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

## **Temporarily Absent Family Members**

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

### PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

### ***Absent Students***

#### PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

#### PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

### ***Absent Head, Spouse, or Cohead***

#### PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

## **Family Members Permanently Confined for Medical Reasons**

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

### PHA Policy

The PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualify as an elderly person or a person with disabilities.

## **Joint Custody of Dependents**

### PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, school records, or an IRS return showing which family has claimed the child for income tax purposes.

## Caretakers for a Child

### PHA Policy

The approval of a caretaker is at the owner and PHA's discretion and subject to the owner and PHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving HCV assistance, the PHA will take the following actions.

- (1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
- (3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

## 6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income “anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date” [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

### Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

PHAs are required to use HUD’s Enterprise Income Verification (EIV) system in its entirety as a third party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)].

HUD allows PHAs to use tenant-provided documents (pay stubs) to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where the PHA does not determine it is necessary to obtain additional third-party data.

### PHA Policy

When EIV is obtained and the family does not dispute the EIV employer data, the PHA will use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, the PHA will make every effort to obtain current and consecutive pay stubs dated within the last 60 days.

The PHA will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

If EIV or other UIV data is not available,

If the family disputes the accuracy of the EIV employer data, and/or

If the PHA determines additional information is needed.

In such cases, the PHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the PHA annualized projected income.

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

### ***Known Changes in Income***

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

**Example:** An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows:  $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$ .

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's policy on reexaminations does not require interim reexaminations for other types of changes.

When tenant-provided third-party documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

### **Projecting Income**

In HUD's EIV webcast of January 2008, HUD made clear that PHAs are not to use EIV quarterly wages to project annual income.



## 6-I.D. EARNED INCOME

### Types of Earned Income Included in Annual Income

#### *Wages and Related Compensation*

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

#### PHA Policy

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the one year preceding admission or reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

#### *Some Types of Military Pay*

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

### Types of Earned Income Not Counted in Annual Income

#### *Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]*

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

#### PHA Policy

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

#### *Children's Earnings*

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of *foster children*.)

#### *Certain Earned Income of Full-Time Students*

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

### ***Income of a Live-in Aide***

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

### ***Income Earned under Certain Federal Programs***

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

### ***Resident Service Stipend***

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

### ***State and Local Employment Training Programs***

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

#### PHA Policy

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between: (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements.

***HUD-Funded Training Programs***

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

**PHA Policy**

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

***Earned Income Tax Credit***

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

***Earned Income Disallowance***

The earned income disallowance for persons with disabilities is discussed in section 6-I.E below.

## **6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16]**

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

### **Eligibility**

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

## **Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID.

## **Calculation Method**

### ***Initial 12-Month Exclusion***

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

#### PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

### ***Second 12-Month Exclusion***

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

#### PHA Policy

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

### ***Lifetime Limitation***

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

## **6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]**

Annual income includes “the net income from the operation of a business or profession. 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 used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service 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” [24 CFR 5.609(b)(2)].

### **Business Expenses**

Net income is “gross income less business expense” [HCV GB, p. 5-19].

#### PHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

### **Business Expansion**

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

#### PHA Policy

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

### **Capital Indebtedness**

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

#### PHA Policy

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

**Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

**Withdrawal of Cash or Assets from a Business**

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid.

Investments do not include the value of labor contributed to the business without compensation.

**Co-owned Businesses**PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.



## 6-I.G. ASSETS [24 CFR 5.609(b)(3); 24 CFR 5.603(b)]

### Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that the PHA include in annual income the anticipated “interest, dividends, and other net income of any kind from real or personal property” [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

Optional policies for family self-certification of assets are found in Chapter 7.

### General Policies

#### *Income from Assets*

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

#### PHA Policy

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family’s anticipated asset income.

### ***Valuing Assets***

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

#### PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

### ***Lump-Sum Receipts***

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

### ***Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]***

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by the PHA.

- Note: The HUD field office no longer provides an interest rate for imputed asset income. The “safe harbor” is now for the PHA to establish a passbook rate within 0.75 percent of a national average.
- The PHA must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average.

#### PHA Policy

The PHA initially set the imputed asset passbook rate at zero percent.

The PHA will review the passbook rate annually. If the national rate is at or below 0.75 percent, the PHA will continue to use zero percent. If the national rate exceeds 0.75 percent at the time of the annual review, the PHA will adjust the rate to the current national rate .

### ***Determining Actual Anticipated Income from Assets***

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

### ***Withdrawal of Cash or Liquidation of Investments***

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement investment plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement investment plan.

### ***Jointly Owned Assets***

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

#### PHA Policy

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

### ***Assets Disposed of for Less than Fair Market Value [24 CFR 5.603(b)]***

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

### ***Minimum Threshold***

The *HCV Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

#### PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

### ***Separation or Divorce***

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

#### PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### ***Foreclosure or Bankruptcy***

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

### ***Family Declaration***

#### PHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

## Types of Assets

### *Checking and Savings Accounts*

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

#### PHA Policy

In determining the value of checking account and savings accounts, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

### *Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds*

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

#### PHA Policy

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).

When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

### ***Equity in Real Property or Other Capital Investments***

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

#### PHA Policy

In determining the equity, the PHA will access public tax records for value of property.

The PHA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the PHA will use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b), Notice PIH 2012-3]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

The PHA must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value minus the balance of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

#### PHA Policy

For the purposes of calculating expenses to convert to cash for real property, the PHA will use ten percent of the market value of the home.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

### PHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### ***Trusts***

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

#### *Revocable Trusts*

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

#### *Nonrevocable Trusts*

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

### ***Retirement Accounts***

#### *Company Retirement/Pension Accounts*

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

#### *IRA, Keogh, and Similar Retirement Savings Accounts*

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

### ***Personal Property***

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

#### PHA Policy

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

#### PHA Policy

Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

### ***Life Insurance***

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.



## 6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

### Periodic Payments Included in Annual Income

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14].

### Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [24 CFR 5.609(c)(14)].

#### PHA Policy

When a delayed-start payment is received and reported during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family share and PHA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with the PHA.

### Treatment of Overpayment Deductions from Social Security Benefits

The PHA must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, the PHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount [Notice PIH 2018-24].

## Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]. Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income [Notice PIH 2012-1].

### PHA Policy

The PHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)].
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)].
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)].
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)].  
*Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump-sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.H.) [24 CFR 5.609(c)(14)].
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA) [24 CFR 5.609(c)(14)].

### **6-I.I. PAYMENTS IN LIEU OF EARNINGS**

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

## 6-I.J. WELFARE ASSISTANCE

### Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

### Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

#### *Covered Families*

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

#### *Imputed Income*

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

#### *Offsets*

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

## **6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]**

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

### **Alimony and Child Support**

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

#### PHA Policy

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

### **Regular Contributions or Gifts**

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

#### PHA Policy

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by the PHA. For contributions that may vary from month to month (e.g., utility payments), the PHA will include an average amount based upon past history.

### **6-I.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9); Notice PIH 2015-21]**

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

#### **Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9); FR 4/10/06; Notice PIH 2015-21]**

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, the PHA will use the definitions of *dependent child*, *institution of higher education*, and *parents* in section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition and fees* are defined in the same manner in which the Department of Education defines *tuition and fees* [Notice PIH 2015-21].
  - This is the amount of tuition and required fees covering a full academic year most frequently charged to students.
  - The amount represents what a typical student would be charged and may not be the same for all students at an institution.
  - If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition.
  - Required fees include all fixed-sum charges that are required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).
  - Expenses related to attending an institution of higher education must **not** be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.

#### **Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]**

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child, as defined in section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

## 6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17), FR Notice 5/20/14]. HUD publishes an updated list of these exclusions periodically. It includes:
  - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  - (b) Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
  - (c) Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  - (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
  - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
  - (g) Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
  - (h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
  - (i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)



- (j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- (k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
- (l) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- (m) Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
- (n) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (o) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (p) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
- (q) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (r) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- (s) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (t) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (u) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109-249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109-249) (See Section 6-I.L. for exceptions.)
- (v) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

- (w) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (x) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002
- (y) Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013-30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))
- (z) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations
- (aa) Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance

## PART II: ADJUSTED INCOME

### 6-II.A. INTRODUCTION

#### Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
  - (i) Unreimbursed medical expenses of any elderly family or disabled family;
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

#### Anticipating Expenses

##### PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

**6-II.B. DEPENDENT DEDUCTION**

An allowance of \$480 is deducted from annual income for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

**6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

**6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]**

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

**Definition of *Medical Expenses***

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

PHA Policy

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used as a reference to determine the costs that qualify as medical expenses.

<b>Summary of Allowable Medical Expenses from IRS Publication 502</b>	
Services of medical professionals	Psychiatric treatment
Surgery and medical procedures that are necessary, legal, noncosmetic	Ambulance services and some costs of transportation related to medical expenses
Services of medical facilities	The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
Hospitalization, long-term care, and in-home nursing services	Cost and continuing care of necessary service animals
Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor	Medical insurance premiums or the cost of a health maintenance organization (HMO)
Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	
Substance abuse treatment programs	
<p><b>Note:</b> This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.</p>	

## **Families That Qualify for Both Medical and Disability Assistance Expenses**

### PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## **6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

### **Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

#### PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

## **Eligible Disability Expenses**

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: “Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work” [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

### ***Eligible Auxiliary Apparatus***

#### PHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

### ***Eligible Attendant Care***

The family determines the type of attendant care that is appropriate for the person with disabilities.

#### PHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.



### ***Payments to Family Members***

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

### **Necessary and Reasonable Expenses**

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

#### PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

### **Families That Qualify for Both Medical and Disability Assistance Expenses**

#### PHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## 6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

### Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses [HCV GB, p. 5-29].

### Qualifying for the Deduction

#### *Determining Who Is Enabled to Pursue an Eligible Activity*

##### PHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### *Seeking Work*

##### PHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the PHA.

### ***Furthering Education***

#### PHA Policy

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

### ***Being Gainfully Employed***

#### PHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

### **Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

#### PHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

## **Eligible Child Care Expenses**

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

### ***Allowable Child Care Activities***

#### PHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Necessary and Reasonable Costs***

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

#### PHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from a qualified local entity that either subsidizes child care costs or licenses child care providers. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

## PART III: CALCULATING FAMILY SHARE AND PHA SUBSIDY

### 6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

#### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

#### ***Welfare Rent [24 CFR 5.628]***

##### PHA Policy

Welfare rent does not apply in this locality.

#### ***Minimum Rent [24 CFR 5.630]***

##### PHA Policy

The minimum rent for this locality is \$0.

#### **Family Share [24 CFR 982.305(a)(5)]**

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)

**PHA Subsidy [24 CFR 982.505(b)]**

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see section 6-III.C.)

**Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]**

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the Cedar Falls Utilities.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship.

PHA Policy

The PHA will issue all utility reimbursements monthly.

**6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

PHA Policy

The financial hardship rules do not apply in this jurisdiction because the PHA has established a minimum rent of \$0.

## 6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]

### Overview

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in Chapter 16.

*Payment standard* is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of a zip code area or FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

### Changes in Payment Standards

When the PHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

#### *Decreases*

If a PHA changes its payment standard schedule, resulting in a lower payment standard amount, during the term of a HAP contract, the PHA is not required to reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect [FR Notice 11/16/16].

However, if the PHA does choose to reduce the payment standard for families currently under HAP contract, the initial reduction to the payment standard may not be applied any earlier than the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard amount. At that point, the PHA may either reduce the payment standard to the current amount in effect on the PHA's payment standard schedule, or may reduce the payment standard to another amount that is higher than the normally applicable amount on the schedule. The PHA may also establish different policies for designated areas within their jurisdiction (e.g., different zip code areas).



In any case, the PHA must provide the family with at least 12 months' notice that the payment standard is being reduced before the effective date of the change. The PHA's policy on decreases in the payment standard during the term of the HAP contract apply to all families under HAP contract at the time of the effective date of the decrease in the payment standard within the designated area.

#### PHA Policy

If a PHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, the PHA will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.

The PHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.

#### ***Increases***

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

#### ***Changes in Family Unit Size***

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

#### **Reasonable Accommodation**

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the PHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published FMR.

## **6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]**

### **Overview**

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. A family's utility allowance is determined by the size of dwelling unit leased by a family or the voucher unit size for which the family qualifies using PHA subsidy standards, whichever is the lower of the two. See Chapter 5 for information on the PHA's subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

### **Reasonable Accommodation**

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide the PHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

### **Utility Allowance Revisions**

At reexamination, the PHA must use the current utility allowance schedule [HCV GB, p. 18-8].

#### PHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

**6-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at \$500 and two of four family members are ineligible, the PHA subsidy would be reduced to \$250.



## EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

### 24 CFR 5.609

*(a) Annual income means all amounts, monetary or not, which:*

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

*(b) Annual income includes, but is not limited to:*

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. 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 used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service 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;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31<sup>1</sup>; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

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<sup>1</sup> Text of 45 CFR 260.31 follows.

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

#### HHS DEFINITION OF "ASSISTANCE"

#### **45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

#### **260.31 What does the term "assistance" mean?**

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of “assistance”] excludes: (1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

## EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

### 24 CFR 5.609

*(c) Annual income does not include the following:*

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| <p>(1) Income from employment of children (including foster children) under the age of 18 years;</p> <p>(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);</p> <p>(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);</p> <p>(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;</p> <p>(5) Income of a live-in aide, as defined in Sec. 5.403;</p> <p>(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;</p> <p>(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;</p> <p>(8) (i) Amounts received under training programs funded by HUD;</p> <p>(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);</p> | <p>(iii) 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;</p> <p>(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;</p> <p>(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;</p> <p>(9) Temporary, nonrecurring or sporadic income (including gifts);</p> <p>(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;</p> |
|--|--|



(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See Section 6-I.M. for a list of benefits that qualify for this exclusion.]

### EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

#### 24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) 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 under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family 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 therefor.

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.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

**EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES**

**24 CFR 5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.**

*(a) Applicable programs.* The disallowance of earned income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24

CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

*(b) Definitions.* The following definitions apply for purposes of this section.

*Baseline income.* The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person with disabilities (who is a member of a qualified family).

*Disallowance.* Exclusion from annual income.

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

*Qualified family.* A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

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

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

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least \$500.

*(c) Disallowance of increase in annual income—*

*(1) Initial twelve month exclusion.* During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

*(2) Second twelve month exclusion and phase-in.* Upon expiration of the 12-month period defined in paragraph (c)(1) of this section and for the subsequent 12-month period, the responsible entity must exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

*(3) Maximum 2-year disallowance.* The disallowance of increased income of an

individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) of this section is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for disallowance under paragraph (c)(1) of this section and a maximum of 12 months for disallowance under paragraph (c)(2) of this section, during the 24-month period starting from the initial exclusion under paragraph (c)(1) of this section.

*(4) Effect of changes on currently participating families.* Families eligible for and participating in the disallowance of earned income under this section prior to *May 9, 2016* will continue to be governed by this section in effect as it existed immediately prior to that date (see 24 CFR parts 0 to 199, revised as of April 1, 2016).

*(d) Inapplicability to admission.* The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

## EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

### 24 CFR 5.615

#### **Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.**

*(a) Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

*(b) Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

*Specified welfare benefit reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

*(c) Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of PHA decision.*

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the

basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

*(e) PHA relation with welfare agency.*

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

## Chapter 7

### VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH 2018-18]

#### INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in Notice PIH 2018-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

#### PART I: GENERAL VERIFICATION REQUIREMENTS

##### 7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551].

##### Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

##### Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures.

## 7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

### HUD's Verification Hierarchy [Notice PIH 2018-18]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that the PHA will use are:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third-Party Verification (may be provided by applicant or participant)
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

### Requirements for Acceptable Documents

#### PHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the PHA request. The documents must not be damaged, altered or in any way illegible. Families may upload their documents to the Assistance Check website; send an email or picture of the document.

Print-outs from Web pages are considered original documents.



## **File Documentation**

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

### PHA Policy

The PHA will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing adjusted income

When the PHA is unable to obtain third-party verification, the PHA will document in the family file the reason that third-party verification was not available [24 CFR 982.516(a)(2); Notice PIH 2018-18].

## **7-I.C. UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

See Chapter 6 for the PHA's policy on the use of UIV/EIV to project annual income.

## **Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)**

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. The EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD's EIV system.

### ***EIV Income and IVT Reports***

The data shown on income and income validation tool (IVT) reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

#### PHA Policy

The PHA will obtain income and IVT reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income and IVT reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6-I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6-I.C. and in this chapter.

Income and IVT reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income and IVT reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the PHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

### ***EIV Identity Verification***

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2018-18].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

#### PHA Policy

The PHA will identify participants whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

The PHA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the participant. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

### **Upfront Income Verification Using Non-HUD Systems (Optional)**

In addition to mandatory use of the EIV system, HUD encourages PHAs to utilize other upfront verification sources.

#### PHA Policy

The PHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system

### **7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

HUD's current verification hierarchy defines two types of written third-party verification. The more preferable form, "written third-party verification," consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the PHA by the family. If written third-party verification is not available, the PHA must attempt to obtain a "written third-party verification form." This is a standardized form used to collect information from a third party.

#### **Written Third-Party Verification [Notice PIH 2018-18]**

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs for determining annual income from wages.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

#### PHA Policy

Third-party documents provided by the family must be dated within 60 days of the PHA request date.

If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation.

As verification of earned income, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record.

### **Written Third-Party Verification Form**

When upfront verification is not available and the family is unable to provide written third-party documents, the PHA must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

PHAs may mail, fax, or email third-party written verification form requests to third-party sources.

#### PHA Policy

The PHA will send third-party verification forms directly to the third party.

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the PHA.

### **Oral Third-Party Verification [Notice PIH 2018-18]**

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

#### PHA Policy

In collecting third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

### **When Third-Party Verification is Not Required [Notice PIH 2018-18]**

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

#### PHA Policy

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

#### ***Primary Documents***

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

#### ***Imputed Assets***

HUD permits PHAs to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

#### PHA Policy

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

#### ***Value of Assets and Asset Income [24 CFR 982.516(a)]***

For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.

#### PHA Policy

The PHA will obtain third-party verification of all assets regardless of the amount.

### 7-I.E. SELF-CERTIFICATION

When HUD requires third-party verification, self-certification or “tenant declaration,” is used as a last resort when the PHA is unable to obtain third-party verification.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$5,000 or less and the PHA has adopted a policy to accept self certification at annual recertification, when applicable
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)

When the PHA was required to obtain third-party verification but instead relies on a tenant declaration for verification of income, assets, or expenses, the family’s file must be documented to explain why third-party verification was not available.

#### PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.





## PART II: VERIFYING FAMILY INFORMATION

### 7-II.A. VERIFICATION OF LEGAL IDENTITY

#### PHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

<b>Verification of Legal Identity for Adults</b>
Current, valid driver's license or Department of Motor Vehicles identification card
Certificate of birth, naturalization papers
Church issued baptismal certificate
U.S. military discharge (DD 214)
Current U.S. passport
Current government employer identification card with picture

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing him or herself to be a participant.

## **7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2018-24]**

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change his or her declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The PHA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

### PHA Policy

The PHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program. The PHA must grant one additional 90-day extension if it determines that the applicant's failure to comply was due to circumstances that were beyond the applicant's control and could not have been reasonably foreseen.

### PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, the PHA will terminate the individual's assistance.

If an applicant family includes a child less than 6 years of age who joined the household within the 6 months prior to the date of voucher issuance, an otherwise eligible family may be admitted to the program and the family must provide documentation of the child's SSN within 90 days of the effective date of the initial HAP contract. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

PHA Policy

The PHA will verify each disclosed SSN by:

Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers

Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

PHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, the PHA will remove and destroy copies of documentation accepted as evidence of social security numbers.

## **7-II.C. DOCUMENTATION OF AGE**

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

PHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

## **7-II.D. FAMILY RELATIONSHIPS**

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

PHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

### **Marriage**

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

## **Separation or Divorce**

### PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a separation or divorce, the PHA will require the family to provide documentation of the divorce or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

## **Absence of Adult Member**

### PHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

## **Foster Children and Foster Adults**

### PHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

## 7-II.E. VERIFICATION OF STUDENT STATUS

### General Requirements

#### PHA Policy

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family reports full-time student status for an adult other than the head, spouse, or cohead.

The family reports child care expenses to enable a family member to further his or her education.

The family includes a student enrolled in an *institution of higher education*.

### Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

#### PHA Policy

In accordance with the verification hierarchy described in section 7-1.B, the PHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see section Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in section 3-II.E.

The student is married.

The student has at least one dependent child, as defined in section 3-II.E.

The student is a person with disabilities, as defined in section 3-II.E, and was receiving assistance prior to November 30, 2005.

If the PHA cannot verify at least one of these exemption criteria, the PHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, the PHA will then proceed to verify either the student's parents' income eligibility (see section 7-III.J) or the student's independence from his/her parents (see below).

## ***Independent Student***

### PHA Policy

The PHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year, or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student* (see section 3-II.E)

Reviewing the student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of *independent student* (see section 3-II.E)

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0, except in cases in which the PHA determines that the student is a *vulnerable youth* (see section 3-II.E)

## **7-II.F. DOCUMENTATION OF DISABILITY**

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at <http://www.hhs.gov/ocr/privacy/>.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

### **Family Members Receiving SSA Disability Benefits**

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

#### PHA Policy

For family members claiming disability who receive disability benefits from the SSA, the PHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV System is not available, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or participant receives the benefit verification letter they will be required to provide it to the PHA.

### **Family Members Not Receiving SSA Disability Benefits**

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403.

#### PHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.



## **7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]**

### **Overview**

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. [24 CFR 5.508(g)(5)]

### **U.S. Citizens and Nationals**

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

#### PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

## **Eligible Immigrants**

### ***Documents Required***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

### ***PHA Verification*** [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

## **7-II.H. VERIFICATION OF PREFERENCE STATUS**

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

### **PHA Policy**

The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

## PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

### 7-III.A. EARNED INCOME

#### Tips

##### PHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

#### Wages

##### PHA Policy

For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

### 7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

##### PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

### 7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 11.

#### **Social Security/SSI Benefits**

##### PHA Policy

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the PHA will help the applicant request a benefit verification letter from SSA's Web site at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter they will be required to provide it to the PHA.

To verify the SS/SSI benefits of participants, the PHA will obtain information about social security/SSI benefits through the HUD EIV System, and confirm with the participant(s) that the current listed benefit amount is correct. If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will help the participant request a benefit verification letter from SSA's Web site at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the participant has received the benefit verification letter they will be required to provide it to the PHA.

### 7-III.D. ALIMONY OR CHILD SUPPORT

#### PHA Policy

The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be obtained in the following order of priority:

Copies of the receipts and/or payment stubs for the 60 days prior to PHA request

Third-party verification form from the state or local child support enforcement agency

Third-party verification form from the person paying the support

Family's self-certification of amount received

If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

**Note:** Families are not required to undertake independent enforcement action.

### 7-III.E. ASSETS AND INCOME FROM ASSETS

#### Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

##### PHA Policy

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately \$5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

### 7-III.F. NET INCOME FROM RENTAL PROPERTY

##### PHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income).

If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

### 7-III.G. RETIREMENT ACCOUNTS

#### PHA Policy

The PHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

The type of original document that will be accepted depends upon the family member's retirement status.

*Before* retirement, the PHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

*Upon* retirement, the PHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

*After* retirement, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

### 7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is **not** required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds) [Notice PIH 2013-04].

PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

For partially excluded income, the PHA **is** required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student, or income excluded under the earned income disallowance).

#### PHA Policy

The PHA will accept the family's self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.

The PHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

### 7-III.I. ZERO ANNUAL INCOME STATUS

#### PHA Policy

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.



### **7-III.J. STUDENT FINANCIAL ASSISTANCE [Notice PIH 2015-21]**

Any financial assistance, in excess of amounts received for tuition, fees, and other required charges that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the PHA would not be able to determine whether or to what extent the income is to be excluded (see section 7-III.H).

#### PHA Policy

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the PHA will request written third-party verification of both the source and the amount. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, the PHA will request written verification of the student's tuition, fees, and other required charges.

If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.

### **7-III.K. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS**

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the income of the student's parents must be considered when determining income eligibility, unless the student is determined independent from his or her parents or a *vulnerable youth* in accordance with PHA policy [24 CFR 5.612, FR Notice 4/10/06, p. 18146, and FR Notice 9/21/16].

This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

#### PHA Policy

If the PHA is required to determine the income eligibility of a student's parents, the PHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in section 3-II.E). The PHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the PHA. The required information must be submitted (postmarked) within 10 business days of the date of the PHA's request or within any extended timeframe approved by the PHA.

The PHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

## **PART IV: VERIFYING MANDATORY DEDUCTIONS**

### **7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS**

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

#### **Dependent Deduction**

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

#### **Elderly/Disabled Family Deduction**

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA must verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

## 7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

### Amount of Expense

#### PHA Policy

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

The PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms, if the family is unable to provide acceptable documentation.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

### **Eligible Household**

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62, or a person with disabilities. The PHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

### **Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a medical expense.

### **Unreimbursed Expenses**

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

#### PHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

### **Expenses Incurred in Past Years**

#### PHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

### 7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

#### Amount of Expense

##### *Attendant Care*

###### PHA Policy

The PHA will accept written third-party documents provided by the family.

If family-provided documents are not available, the PHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

##### *Auxiliary Apparatus*

###### PHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

**Family Member is a Person with Disabilities**

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

**Family Member(s) Permitted to Work**

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

PHA Policy

The PHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.). This documentation may be provided by the family.

If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

**Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

#### **7-IV.D. CHILD CARE EXPENSES**

Policies related to child care expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of child care.
- The costs are reasonable.

#### **Eligible Child**

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

#### **Unreimbursed Expense**

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

#### PHA Policy

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.



## **Pursuing an Eligible Activity**

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

### PHA Policy

#### *Information to be Gathered*

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### *Seeking Work*

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member's job seeking efforts to date, and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

#### *Furthering Education*

The PHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

#### *Gainful Employment*

The PHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

### **Allowable Type of Child Care**

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

#### PHA Policy

The PHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (6-II.F).

The PHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The PHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

### **Reasonableness of Expenses**

Only reasonable child care costs can be deducted.

#### PHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

<b>EXHIBIT 7-1: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]</b>	
<ul style="list-style-type: none"> <li>• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.</li> <li>• Except for persons 62 or older, all noncitizens must sign a verification consent form</li> <li>• Additional documents are required based upon the person's status.</li> </ul>	
<b>Elderly Noncitizens</b>	
<ul style="list-style-type: none"> <li>• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.</li> </ul>	
<b>All other Noncitizens</b>	
<ul style="list-style-type: none"> <li>• Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</li> </ul>	
<ul style="list-style-type: none"> <li>• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)</li> <li>• Form I-94 Arrival-Departure Record annotated with one of the following:                             <ul style="list-style-type: none"> <li>• “Admitted as a Refugee Pursuant to Section 207”</li> <li>• “Section 208” or “Asylum”</li> <li>• “Section 243(h)” or “Deportation stayed by Attorney General”</li> <li>• “Paroled Pursuant to Section 221 (d)(5) of the USCIS”</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Form I-94 Arrival-Departure Record with no annotation accompanied by:                             <ul style="list-style-type: none"> <li>• A final court decision granting asylum (but only if no appeal is taken);</li> <li>• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);</li> <li>• A court decision granting withholding of deportation; or</li> <li>• A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</li> </ul>	<ul style="list-style-type: none"> <li>• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.</li> </ul>
<ul style="list-style-type: none"> <li>• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or</li> <li>• Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i></li> </ul>	



## Chapter 8

### HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

#### INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements.

All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS. HUD also requires PHAs to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and PHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

## **PART I: PHYSICAL STANDARDS**

### **8-I.A. GENERAL HUD REQUIREMENTS**

#### **HUD Performance and Acceptability Standards**

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Exhibit 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

#### **Tenant Preference Items**

HUD requires the PHA to enforce minimum HQS but also recognizes that certain judgments about the acceptability of the unit are left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic appearance of the facilities is acceptable. Exhibit 8-2 summarizes those items that are considered tenant preferences.

### **Modifications to Provide Accessibility**

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

### **8-I.B. ADDITIONAL LOCAL REQUIREMENTS**

The PHA may impose variations to the HQS as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to the HQS. HUD approval is not required if the variations are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

#### **Thermal Environment [HCV GB p.10-7]**

The PHA must define a “healthy living environment” for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

##### PHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.

### **8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]**

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

#### PHA Policy

The following are considered life-threatening conditions:

Any condition that jeopardizes the security of the unit

Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

Natural or LP gas or fuel oil leaks

A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled

Any electrical problem or condition that could result in shock or fire

A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed

A light fixture is hanging by its wires

A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit

A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed

An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses

A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections

Any nicks, abrasions, or fraying of the insulation that exposes conducting wire

Exposed bare wires or electrical connections

Any condition that results in openings in electrical panels or electrical control device enclosures



Water leaking or ponding near any electrical device

Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition

Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.

Utilities not in service, including no running hot water

Conditions that present the imminent possibility of injury

Obstacles that prevent safe entrance or exit from the unit

Any components that affect the function of the fire escape are missing or damaged

Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency

The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency

Absence of a functioning toilet in the unit

Inoperable or missing smoke carbon monoxide detectors

Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)

Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting

The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases

A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside

A fuel-fired space heater is not properly vented or lacks available combustion air

A non-vented space heater is present

Safety devices on a fuel-fired space heater are missing or damaged

The chimney or venting system on fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas

Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements. See 8-II-G.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

**8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]****Family Responsibilities**

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear which results in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

**Owner Responsibilities**

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

### **8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17; Notice PIH 2017-13]**

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, living in an HCV-assisted unit has been identified as having an elevated blood lead level, the PHA must complete an environmental investigation of the dwelling unit within 15 calendar days after being notified by a public health department or other medical health care provider. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the environmental investigation report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an elevated blood lead level are discussed in Chapter 16.

### **8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.401, 24 CFR 982.403]**

A dwelling unit must:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS space standards is defined as *overcrowded*.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

## PART II: THE INSPECTION PROCESS

### 8-II.A. OVERVIEW [24 CFR 982.405]

#### Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections.* The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.
- *Annual/Biennial Inspections.* HUD requires the PHA to inspect each unit under lease at least annually or biennially, depending on PHA policy, to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the HQS.

#### Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

## **Inspection Costs [Notice PIH 2016-05]**

The PHA may not charge the family for unit inspections or reinspections [24 CFR 982.405(e)]. In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for reinspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

The owner may not pass the cost of a reinspection fee to the family. Reinspection fees must be added to the PHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

### PHA Policy

The PHA will impose a \$40.00 re-inspection fee to the owner for the first re-inspection when:

The owner reports that an HQS deficiency has been repaired, but re-inspection reveals that the deficiency has not been repaired; or

When the time for repairs has elapsed and the deficiency has not been repaired.

The PHA may waive the fee if repairs for non-life threatening items were delayed due to circumstances beyond the owner's control.

## **Notice and Scheduling**

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

### PHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 5:00 p.m. Generally inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

## **Owner and Family Inspection Attendance**

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

### PHA Policy

When a family occupies the unit at the time of inspection an authorized adult must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative if they are available. The presence of a family representative is permitted, but is not required.

## **8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

### **Initial Inspections [FR Notice 1/18/17]**

The PHA may, but is not required to, approve assisted tenancy and start HAP if the unit fails HQS inspection, but only if the deficiencies identified are non-life-threatening. Further, the PHA may, but is not required to, authorize occupancy if a unit passed an alternative inspection in the last 24 months.

#### PHA Policy

The unit must pass the HQS inspection on or before the effective date of the HAP contract.

The PHA will not rely on alternative inspections and will conduct an HQS inspection for each unit prior to executing a HAP contract with the owner.

### **Timing of Initial Inspections**

HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

#### PHA Policy

The PHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

### **Inspection Results and Reinspections**

#### PHA Policy

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within 2 weeks of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, the PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval for the same unit after the owner has made repairs, if they are unable to locate another suitable unit.



**Appliances [Form HUD-52580]**PHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

### **8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**

#### PHA Policy

Each unit under HAP contract must be inspected within 24 months of the last full HQS inspection.

The PHA will not rely on alternative inspection standards unless otherwise determined necessary during a pandemic or other emergency situation beyond the control of the HA.

#### **Scheduling the Inspection**

#### PHA Policy

If an adult cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within 2 weeks of the originally scheduled date. The PHA may schedule an inspection more than five business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

### **8-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]**

If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.

#### PHA Policy

During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual/biennial inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual/biennial inspection.

### **8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]**

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

### **8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT**

#### **Notification of Corrective Actions**

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

#### PHA Policy

When life-threatening conditions are identified, the PHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are not life-threatening are identified, the PHA will send the owner and the family a written notification of the inspection results 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with PHA policy (see 8-II.G.).

Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12).

## **Extensions**

For conditions that are life-threatening, the PHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate [24 CFR 982.404].

### PHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because required parts or services are not available.

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 30 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

## **Reinspections**

### PHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

## **8-II.G. ENFORCING OWNER COMPLIANCE**

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

### **HAP Abatement**

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

#### PHA Policy

The PHA will make all HAP abatements effective the first of the month following the expiration of the PHA specified correction period (including any extension).

The PHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

### **HAP Contract Termination**

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

#### PHA Policy

The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 30 days.

## **8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]**

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

## **PART III: RENT REASONABLENESS [24 CFR 982.507]**

### **8-III.A. OVERVIEW**

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

### **8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED**

#### **Owner-Initiated Rent Determinations**

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

#### PHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease.

The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after the PHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

#### **PHA- and HUD-Initiated Rent Reasonableness Determinations**

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 10 percent decrease in the fair market rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

#### PHA Policy

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

### **LIHTC- and HOME-Assisted Units [24 CFR 982.507(c)]**

For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.

### **8-III.C. HOW COMPARABILITY IS ESTABLISHED**

#### **Factors to Consider**

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

#### **Units that Must Not Be Used as Comparable**

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance [Notice PIH 2002-22, Notice PIH 2005-20, and Notice PIH 2011-46].

**Note:** Notice PIH 2011-46 issued August 17, 2011 provides further guidance on the issue of what constitutes an assisted unit.



**Rents Charged for Other Units on the Premises**

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

## 8-III.D. PHA RENT REASONABLENESS METHODOLOGY

### How Market Data Is Collected

#### PHA Policy

The PHA will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database.

### How Rents Are Determined

#### PHA Policy

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences.

The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).

The adjustment must reflect the rental value of the difference—not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows:  $\$500 \times 11 \text{ months} = 5500/12 \text{ months} = \text{actual monthly rent of } \$488$ .

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 business days of the PHA's request for information or the owner's request to submit information.



## EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

### **Sanitary Facilities**

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

### **Food Preparation and Refuse Disposal**

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

### **Space and Security**

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

### **Thermal Environment**

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

### **Illumination and Electricity**

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

### **Structure and Materials**

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

### **Interior Air Quality**

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

### **Water Supply**

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

### **Lead-Based Paint**

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities within 30 days when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint
- Maintain covered housing without deteriorated paint if there is child under six in the family

For units occupied by elevated blood lead level (lead poisoned) children under six years of age, an environmental investigation must be conducted (paid for by the PHA). If lead hazards are identified during the environmental investigation, the owner must complete hazard reduction activities within 30 days.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

### **Access**

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

### **Site and Neighborhood**

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

**Sanitary Condition**

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

**Smoke Detectors**

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

**Hazards and Health/Safety**

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.



## EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities.* The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
- *Food Preparation and Refuse Disposal.* The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
- *Space and Security.* The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
- *Energy conservation items.* The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
- *Illumination and Electricity.* The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.



- (6) *Structure and Materials.* Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- (7) *Indoor Air.* Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- (8) *Sanitary Conditions.* The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- (9) *Neighborhood conditions.* Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

## Chapter 9

### GENERAL LEASING POLICIES

#### INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.

In order for the PHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, the PHA must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by the PHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]

### 9-I.A. TENANT SCREENING

The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy [24 CFR 982.307(a)(1)].

The PHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of the PHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. The PHA must also inform the owner or manager of his/her rights and obligations under the Violence against Women Act of 2013 (VAWA) [24 CFR 5.2005(a)(2)].

The PHA must provide the owner with the family's current and prior address (as shown in the PHA records) and the name and address (if known to the PHA) of the landlord at the family's current and prior address [24 CFR 982.307(b)(1)].

The PHA is permitted, but not required, to offer the owner other information in the PHA's possession about the tenancy history or drug trafficking of family members [24 CFR 982.307(b)(2)].

The PHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

The PHA may not disclose to the owner any confidential information provided by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(b)(4)].

#### PHA Policy

The PHA will not screen applicants for family behavior or suitability for tenancy.

The PHA will not provide additional screening information to the owner.

**9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]**

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the PHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to the PHA:

- Completed Request for Tenancy Approval (RTA) – Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the PHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

### PHA Policy

The RTA must be signed by both the family and the owner.

The owner may submit the RTA on behalf of the family.

Completed RTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, by email, or by fax.

The family may not submit, and the PHA will not process, more than one (1) RTA at a time.

When the family submits the RTA the PHA will review the RTA for completeness.

If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, the PHA will notify the family and the owner of the deficiencies.

Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, by email, or by fax.

When the family submits the RTA and proposed lease, the PHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, by email, by software, by phone, or by fax.

Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties cannot be reached by phone, fax, or email.

### **9-I.C. OWNER PARTICIPATION**

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. There are also criteria for which the PHA must disapprove an owner. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

## 9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in the PHA's jurisdiction. This includes the dwelling unit they are currently occupying.

### **Ineligible Units [24 CFR 982.352(a)]**

The PHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

### **PHA-Owned Units [24 CFR 982.352(b)]**

Otherwise eligible units that are owned or substantially controlled by the PHA issuing the voucher may also be leased in the voucher program. In order for a PHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and the PHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.

#### PHA Policy

The PHA does not have any eligible PHA-owned units available for leasing under the voucher program.

### **Special Housing Types [24 CFR 982 Subpart M]**

HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types that the PHA has chosen to allow.

The regulations do require the PHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

### **Duplicative Assistance [24 CFR 982.352(c)]**

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

### **Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]**

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

**Unit Size**

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

**Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]**

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

**Rent Burden [24 CFR 982.508]**

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family's adjusted monthly income. The term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.



### **9-I.E. LEASE AND TENANCY ADDENDUM**

The family and the owner must execute a written dwelling lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner; the PHA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

#### **Lease Form and Tenancy Addendum [24 CFR 982.308]**

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease for the assisted tenants is in such standard form.

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the tenancy. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

#### PHA Policy

The PHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

#### **Lease Information [24 CFR 982.308(d)]**

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

### **Term of Assisted Tenancy**

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit the PHA to approve a shorter initial lease term if certain conditions are met.

#### PHA Policy

The PHA will not approve an initial lease term of less than one (1) year.

During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309].

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be stated in the dwelling lease if they exist.

The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

### **Security Deposit [24 CFR 982.313 (a) and (b)]**

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the PHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

#### PHA Policy

The PHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

## Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by the PHA minus the PHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

### PHA Policy

The PHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

## **PHA Review of Lease**

The PHA will review the dwelling lease for compliance with all applicable requirements.

### PHA Policy

If the dwelling lease is incomplete or incorrect, the PHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties can't be reached by phone, fax, or email.

The PHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

### PHA Policy

The PHA will not review the owner's lease for compliance with state/local law.

### **9-I.F. TENANCY APPROVAL [24 CFR 982.305]**

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must be reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the PHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

#### PHA Policy

The PHA will complete its determination within 10 business days of receiving all required information.

If the terms of the RTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, by email, by software, by phone or by fax.

If the PHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. The PHA will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability or rent reasonableness, the PHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

### **9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]**

The HAP contract is a written agreement between the PHA and the owner of the dwelling unit. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The HAP contract form is prescribed by HUD.

If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA must execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

The PHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

The PHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.

The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the PHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60-day period is void, and the PHA may not pay any housing assistance payment to the owner.

#### PHA Policy

Owners who have not previously participated in the HCV program must attend a meeting with the PHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. The PHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. The PHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract.

As required under VAWA 2013, once the HAP contract and lease have been executed and the family has been admitted to the program, the PHA will notify families of their rights under VAWA by providing all families with a copy of the domestic violence certification form (HUD-5382) as well as the VAWA notice of occupancy rights (form HUD-5380).

See Chapter 13 for a discussion of the HAP contract and contract provisions.

### **9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]**

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, PHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, the execution of a new lease and HAP contract are required. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Changes in lease provisions governing the term of the lease
- The family moves to a new unit, even if the unit is in the same building or complex

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the proposed changes. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of the rent to owner, the owner must notify the PHA at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The PHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or terminate the tenancy in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

#### PHA Policy

Where the owner is requesting a rent increase, the PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies the PHA of the rent change or on the date specified by the owner, whichever is later.

## Chapter 10

### MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

#### INTRODUCTION

Freedom of housing choice is a hallmark of the housing choice voucher (HCV) program. In general, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and PHA policies governing moves within or outside the PHA's jurisdiction in two parts:

Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under the PHA's HCV program, whether the family moves to another unit within the PHA's jurisdiction or to a unit outside the PHA's jurisdiction under portability.

Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into the PHA's jurisdiction. This part also covers the special responsibilities that the PHA has under portability regulations and procedures.

#### PART I: MOVING WITH CONTINUED ASSISTANCE

##### 10-I.A. ALLOWABLE MOVES

HUD lists six regulatory conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.354(b)(3)]. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice at the same time [24 CFR 982.354(d)(1)].
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.354(b)(1)(ii)].

##### PHA Policy

If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give the PHA a copy of the termination agreement.



- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.354(b)(2)]. The family must give the PHA a copy of any owner eviction notice [24 CFR 982.551(g)].
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982.354(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the PHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4), 24 CFR 982.353(b)]. The PHA must adopt an emergency transfer plan as required by regulations at 24 CFR 5.2007(e).

### PHA Policy

If a family requests permission to move with continued assistance or for an external transfer to another covered housing program operated by the PHA based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will request that the resident request the emergency transfer using form HUD-5383, and the PHA will request documentation in accordance with section 16-IX.D of this plan.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases the PHA will document the waiver in the family's file.

The PHA may choose to provide a voucher to facilitate an emergency transfer of the victim without first terminating the assistance of the perpetrator.

Before granting an emergency transfer, the PHA will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

The PHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan and discusses external transfers to other covered housing programs.

- The PHA has terminated the HAP contract for the family's unit for the owner's breach [24 CFR 982.354(b)(1)(i)].
- The PHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the PHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

## 10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

### Denial of Moves

HUD regulations permit the PHA to deny a family permission to move under the following conditions:

#### *Insufficient Funding*

The PHA may deny a family permission to move either within or outside the PHA's jurisdiction if the PHA does not have sufficient funding for continued assistance [24 CFR 982.354(e)(1)]. However, Notice PIH 2016-09 significantly restricts the ability of PHAs to deny permission to move due to insufficient funding and places further requirements on PHAs regarding moves denied due to lack of funding. The requirements found in this notice are mandatory.

#### PHA Policy

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs (c) the PHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs; and (d) for portability moves, the receiving PHA is not absorbing the voucher.

If the PHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within the PHA's jurisdiction. The PHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

For both moves within the PHA's jurisdiction and outside under portability, the PHA will not deny a move due to insufficient funding if the PHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. The PHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit.

The PHA will create a list of families whose moves have been denied due to insufficient funding. The PHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. The PHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list (see section 4-III.D).

The PHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

### ***Grounds for Denial or Termination of Assistance***

The PHA may deny a family permission to move if it has grounds for denying or terminating the family's assistance [24 CFR 982.354(e)(2)].

#### PHA Policy

If the PHA has grounds for denying or terminating a family's assistance, the PHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.

### **Restrictions on Elective Moves [24 CFR 982.354(c)]**

HUD regulations permit the PHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the PHA to prohibit more than one elective move by a participant family during any 12-month period. However, such prohibitions, if adopted, do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. (For the policy on documentation of abuse, see section 10-I.A.) In addition, the PHA may not establish a policy permitting moves only at reexamination [Notice PIH 2016-09].

#### PHA Policy

The PHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the PHA's jurisdiction or outside it under portability.

The PHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in the PHA's jurisdiction.

The PHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2).

## 10-I.C. MOVING PROCESS

### Notification

If a family wishes to move to a new unit, the family must notify the PHA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.354(d)(2)]. If the family wishes to move to a unit outside the PHA's jurisdiction under portability, the notice to the PHA must specify the area where the family wishes to move [24 CFR 982.354(d)(2)]. The notices must be in writing [24 CFR 982.5].

### Approval

#### PHA Policy

Upon receipt of a family's notification that it wishes to move, the PHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. The PHA will notify the family in writing of its determination within 10 business days following receipt of the family's notification.

### Reexamination of Family Income and Composition

#### PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

### Voucher Issuance and Briefing

#### PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move. No briefing is required for these families. The PHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the PHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

**Housing Assistance Payments [24 CFR 982.311(d)]**

When a family moves out of an assisted unit, the PHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

**Zero HAP Families Who Wish to Move [24 CFR 982.455]**

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The PHA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the PHA determines no subsidy would be paid at the new unit, the PHA may refuse to enter into a HAP contract on behalf of the family.

PHA Policy

If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the PHA will not enter into a HAP contract on behalf of the family for the new unit.

## PART II: PORTABILITY

### 10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The PHA that issues the voucher is called the **initial PHA**. The PHA that has jurisdiction in the area to which the family wants to move is called the **receiving PHA**.

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA provides all housing services for the family and bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance with its own program funds, and the initial PHA has no further relationship with the family. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the initial PHA's voucher. Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request [Notice PIH 2016-09].

PHAs commonly act as both the initial and receiving PHA because families may move into or out of their jurisdiction under portability. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

In administering portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required forms [24 CFR 982.355(e)(5)].

PHAs must also comply with billing and payment deadlines. HUD may reduce an administrative fee to an initial or receiving PHA if the PHA does not comply with HUD portability requirements [24 CFR 982.355(e)(7)].

## 10-II.B. INITIAL PHA ROLE

### **Allowable Moves under Portability**

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs that serve the area, and the family selects the receiving PHA. The family must inform the initial PHA which PHA it has selected. If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family [24 CFR 982.255(b)].

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. HUD regulations and PHA policy determine whether a family qualifies.

### ***Applicant Families***

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives the PHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If a PHA intends to deny a family permission to move under portability due to insufficient funding, the PHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

#### PHA Policy

In determining whether or not to deny an applicant family permission to move under portability because the PHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter. If the PHA does deny the move due to insufficient funding, the PHA will notify HUD in writing within 10 business days of the PHA's determination to deny the move.

In addition, the PHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

#### PHA Policy

If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time that the family's application for assistance was submitted, the family will be allowed to move PHA's jurisdiction under portability [24 CFR 982.353 9(c)].

### ***Participant Families***

The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.353(b)].

#### PHA Policy

The PHA will determine whether a participant family may move out of the PHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. The PHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

### **Determining Income Eligibility**

#### ***Applicant Families***

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(1)]. The family must specify the area to which the family wishes to move [24 CFR 982.355(c)(1)].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.353(d)(1), 24 CFR 982.355(9)]. If the applicant family is not income eligible in that area, the PHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2016-09].

#### ***Participant Families***

The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2)].

### **Reexamination of Family Income and Composition**

No new reexamination of family income and composition is required for an applicant family.

#### PHA Policy

For a participant family approved to move out of its jurisdiction under portability, the PHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

The PHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.



## **Briefing**

The regulations and policies on briefings set forth in Chapter 5 of this plan require the PHA to provide information on portability to all applicant families that qualify to lease a unit outside the PHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

### PHA Policy

No formal briefing will be required for a participant family wishing to move outside the PHA's jurisdiction under portability. However, the PHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5).

The PHA will provide the name, address, and phone of the contact for the PHAs in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, the PHA will advise the family that the family selects the receiving PHA and notify the initial PHA of which receiving PHA was selected. The PHA will provide the family with contact information for all of the receiving PHAs that serve the area. The PHA will not provide any additional information about receiving PHAs in the area. The PHA will further inform the family that if the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family. In this case, the PHA will not provide the family with information for all receiving PHAs in the area.

The PHA will advise the family that they will be under the RHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

## **Voucher Issuance and Term**

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, the PHA will follow the regulations and procedures set forth in Chapter 5.

### PHA Policy

For participating families approved to move under portability, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move.

The initial term of the voucher will be 120 days.

## Voucher Extensions and Expiration

### PHA Policy

The PHA will approve **no** extensions to a voucher issued to an applicant or participant family porting out of the PHA's jurisdiction except under the following circumstances: (a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA, (b) the family decides to return to the initial PHA's jurisdiction and search for a unit there, or (c) the family decides to search for a unit in a third PHA's jurisdiction. In such cases, the policies on voucher extensions set forth in Chapter 5, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

### **Preapproval Contact with the Receiving PHA**

Prior to approving a family's request to move under portability, the initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the family's voucher. Based on the receiving PHA's response, the initial PHA must determine whether it will approve or deny the move [24 CFR 982.355(c)(3)].

### PHA Policy

The PHA will use email, when possible, to contact the receiving PHA regarding whether the receiving PHA will administer or absorb the family's voucher.

### **Initial Notification to the Receiving PHA**

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family [24 CFR 982.355(c)(3); 24 CFR 982.355(c)(7)]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(6)].

### PHA Policy

Because the portability process is time-sensitive, the PHA will notify the receiving PHA by phone, fax, or email to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email address, and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. The PHA will pass this information along to the family. The PHA will also ask for the name, address, telephone number, fax and email of the person responsible for processing the billing information.

## **Sending Documentation to the Receiving PHA**

The initial PHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2016-09]
- A copy of the family's voucher [Notice PIH 2016-09]
- A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(7), Notice PIH 2016-09]
- Copies of the income verifications backing up the form HUD-50058, including a copy of the family's current EIV data [24 CFR 982.355(c)(7), Notice PIH 2016-09]

### PHA Policy

In addition to these documents, the PHA will provide the following information, if available, to the receiving PHA:

Social security numbers (SSNs)

Documentation of SSNs for all nonexempt household members whose SSNs have not been verified through the EIV system

Documentation of legal identity

Documentation of citizenship or eligible immigration status

The PHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

**Initial Billing Deadline [Notice PIH 2016-09]**

The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA. In cases where suspension of the voucher delays the initial billing submission, the receiving PHA must notify the initial PHA of delayed billing before the billing deadline and document the delay is due to the suspension. In this case, the initial PHA must extend the billing deadline by 30 days.

If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must notify the initial PHA in writing. The initial PHA may report to HUD the receiving PHA's failure to comply with the deadline.

If the initial PHA will honor the late billing, no action is required.

**PHA Policy**

If the PHA has not received an initial billing notice from the receiving PHA within the billing deadline, it will contact the receiving PHA to inform them that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. The PHA will send the receiving PHA a written confirmation of its decision by mail.

The PHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

### **Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2016-09]**

If the receiving PHA is administering the family's voucher, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, the initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill [24 CFR 982.355(e)(2)].

The initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be **received** by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of overleasing or funding shortfalls. The PHA must manage its tenant-based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.

#### PHA Policy

This PHA

### **Annual Updates of Form HUD-50058**

If the initial PHA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated 50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family. The initial PHA must continue paying the receiving PHA based on the last form HUD-50058 received, unless instructed otherwise by HUD. The initial PHA may seek absorption of the vouchers by following steps outlined in Notice PIH 2016-09.

### **Denial or Termination of Assistance [24 CFR 982.355(c)(17)]**

At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance with the family in accordance with 24 CFR 982.552 and 24 CFR 982.553. (For PHA policies on denial and termination, see Chapters 3 and 12, respectively.)

## 10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)]. HUD may determine in certain instances that a PHA is not required to accept incoming portable families, such as a PHA in a declared disaster area. However, the PHA must have approval in writing from HUD before refusing any incoming portable families [24 CFR 982.355(b)].

Administration of the voucher must be in accordance with the receiving PHA's policies. This requirement also applies to policies of Moving to Work agencies. The receiving PHA procedures and preferences for selection among eligible applicants do not apply to the family, and the receiving PHA waiting list is not used [24 CFR 982.355(c)(10)]. The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(c)(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355(c)(14)].

### **Responding to Initial PHA's Request [24 CFR 982.355(c)]**

The receiving PHA must respond via email or other confirmed delivery method to the initial PHA's inquiry to determine whether the family's voucher will be billed or absorbed [24 CFR 982.355(c)(3)]. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date without consent of the initial PHA (24 CFR 982.355(c)(4)).

#### PHA Policy

The PHA will use email, when possible, to notify the initial PHA whether it will administer or absorb the family's voucher.

### **Initial Contact with Family**

When a family moves into the PHA's jurisdiction under portability, the family is responsible for promptly contacting the PHA and complying with the PHA's procedures for incoming portable families. The family's failure to comply may result in denial or termination of the receiving PHA's voucher [24 CFR 982.355(c)(8)].

If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)]. An informal hearing is not required when a voucher has expired without the family leasing a unit.

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2016-09]. (For more on this topic, see later under "Denial or Termination of Assistance.")

## **Briefing**

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2016-09].

### PHA Policy

The PHA will not require the family to attend a briefing. The PHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

## **Income Eligibility and Reexamination**

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(9)]. If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

### PHA Policy

For any family moving into its jurisdiction under portability, the PHA will conduct a new reexamination of family income and composition. However, the PHA will not delay issuing the family a voucher for this reason. Nor will the PHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and the PHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, the PHA will rely upon any verifications provided by the initial PHA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

## **Voucher Issuance**

When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher [24 CFR 982.355(c)(13)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(15)].

### ***Timing of Voucher Issuance***

HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2016-09].

#### PHA Policy

When a family ports into its jurisdiction, the PHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with the PHA's procedures. The PHA will update the family's information when verification has been completed.

### ***Voucher Term***

The term of the receiving PHA's voucher may not expire before 30 calendar days from the expiration of the initial PHA's voucher [24 CFR 982.355(c)(13)]. If the initial PHA extends the term of the voucher, the receiving PHA's voucher may not expire before 30 days from the new expiration date of the initial PHA's voucher [Notice PIH 2016-09].

#### PHA Policy

The receiving PHA's voucher will expire 30 calendar days from the expiration date of the initial PHA's voucher. If the initial PHA extends the term of the voucher, the receiving PHA's voucher will expire 30 calendar days from the new expiration date of the initial PHA's voucher.

### ***Voucher Extensions [24 CFR 982.355(c)(14), Notice 2016-09]***

Once the receiving PHA issues the portable family a voucher, the receiving PHA's policies on extensions of the voucher term apply. The receiving PHA must inform the initial PHA of any extension granted to the term of the voucher. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

#### PHA Policy

The PHA generally will not extend the term of the voucher that it issues to an incoming portable family unless the PHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 5-II.E.

The PHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).



### ***Voucher Suspensions [24 CFR 982.303, 24 CFR 982.355(c)(15)]***

If the family submits a request for tenancy approval during the term of the receiving PHA's voucher, the PHA must suspend the term of that voucher. The term of the voucher stops from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied [24 CFR 982.4(b)] (see Section 5-II.E).

### **Notifying the Initial PHA**

The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(16)]. The receiving PHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [Notice PIH 2016-09]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher.")

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA's voucher is only valid for the family's search in the receiving PHA's jurisdiction [Notice PIH 2016-09].

### **Administering a Portable Family's Voucher**

#### ***Portability Billing [24 CFR 982.355(e)]***

To cover assistance for a portable family that was not absorbed, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. The amount of the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.

The receiving PHA may bill the initial PHA for the lesser of 80 percent of the initial PHA's ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill (i.e., the receiving PHA may bill for the lesser of 80 percent of the initial PHA's prorated ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee).

If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

#### **PHA Policy**

Unless the PHA negotiates a different amount of reimbursement with the initial PHA, the PHA will bill the initial PHA the maximum amount of administrative fees allowed, ensuring any administrative fee proration has been properly applied.

### ***Initial Billing Deadline***

If a portable family's search for a unit is successful and the receiving PHA intends to administer the family's voucher, the receiving PHA must submit its initial billing notice (Part II of form HUD-52665) in time that the notice will be **received** no later than 90 days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2016-09]. This deadline may be extended for 30 additional days if the delay is due to suspension of the voucher's term (see Initial Billing Section). A copy of the family's form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. The receiving PHA may send these documents by mail, fax, or email.

#### PHA Policy

The PHA will send its initial billing notice by fax or email, if necessary, to meet the billing deadline but will also send the notice by regular mail.

If the receiving PHA fails to send the initial billing by the deadline, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is overleased) [Notice PIH 2016-09].

### ***Ongoing Notification Responsibilities [Notice PIH 2016-09, HUD-52665]***

**Annual Reexamination.** The receiving PHA must send the initial PHA a copy of a portable family's updated form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

#### PHA Policy

The PHA will send a copy of the updated HUD-50058 by regular mail no later than 10 business days after the effective date of the reexamination.

**Change in Billing Amount.** The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount. If the receiving PHA fails to send Form HUD-52665 within 10 days of effective date of billing changes, the initial PHA is not responsible for any increase prior to notification. If the change resulted in a decrease in the monthly billing amount, the initial PHA will offset future monthly payments until the difference is reconciled.

***Late Payments [Notice PIH 2016-09]***

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

***Overpayments [Notice PIH 2016-09]***

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA.

At HUD's discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2016-09.

***Denial or Termination of Assistance***

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(17)].

In the case of a termination, the PHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement [HUD-52665; Notice PIH 2016-09].

**PHA Policy**

If the PHA elects to deny or terminate assistance for a portable family, the PHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. The PHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16. The receiving PHA will furnish the initial PHA with a copy of the review or hearing decision.

### **Absorbing a Portable Family**

The receiving PHA may absorb an incoming portable family into its own program when the PHA executes a HAP contract on behalf of the family or at any time thereafter providing that the PHA has funding available under its annual contributions contract (ACC) [24 CFR 982.355(d)(1), Notice PIH 2016-09].

If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, the receiving PHA must send an updated form HUD-52665 to the initial PHA no later than 10 business days following the effective date of the termination of the billing arrangement [Notice PIH 2016-09].

#### PHA Policy

If the PHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the PHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If the PHA decides to absorb a family after that, it will provide the initial PHA with 30 days' advance notice, but no later than 10 business days following the effective date of the termination of the billing arrangement.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA's voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability [24 CFR 982.355(e)(4)].

## Chapter 11

### REEXAMINATIONS

#### INTRODUCTION

The PHA is required to reexamine each family's income and composition at least annually, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and PHA policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

#### **PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]**

##### **11-I.A. OVERVIEW**

The PHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

### **11-I.B STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 982.516(b)]**

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income but is not required to verify non-fixed income amounts. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.

#### PHA Policy

The PHA chooses not to streamline the annual reexamination process for fixed-income sources. The PHA will obtain third-party verification of all sources of income annually.

### **11-I.C. SCHEDULING ANNUAL REEXAMINATIONS**

The PHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

#### PHA Policy

The PHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, the PHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

*Anniversary date* is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, the PHA will perform a new annual reexamination.

The PHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

### **Notification of and Participation in the Annual Reexamination Process**

The PHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should

give tenants who were not provided the opportunity the option to complete Form HUD-92006 at this time [Notice PIH 2009-36].

### PHA Policy

Annual reexaminations will be conducted by mail, in person, by email or through the software system. Notification of the annual reexamination will be sent by first-class mail, email or through the software system and will inform the family of the deadline for providing it. Documents will be accepted by mail, email, in person, fax or by software system.

If the notice is returned by the post office with no forwarding address, the PHA will attempt to call the phone number on file. If there is no response by phone, a notice of termination (See Chapter 12) will be sent to the family's address of record as well as to any alternate address provided in the family's file.

An interview will be scheduled if the family requests assistance in providing information or documentation requested by the PHA.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, the PHA will send a second notification with a new interview appointment time.

Families that fail to attend two scheduled interview without PHA approval will be sent a notice of termination in accordance with policies contained in Chapter 12.

An advocate, interpreter, or other assistant may assist the family in the interview process. The family and the PHA must execute a certification attesting to the role and the assistance provided by any such third party.



## 11-I.D. CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

### PHA Policy

Families will be asked to supply all required information (as described in the reexamination notice) before the deadline specified in the notice. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documents or forms related to the family's income, expenses, and family composition.

The PHA will notify the family in writing if any required documentation or information is missing. The missing information or documentation must be provided within 10 business days of the date the PHA notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (See Chapter 12).

If the family requests or the PHA schedules an in-person interview, families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

The family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (see Chapter 12).

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

### PHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the

accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)].  
(See Chapter 12.)

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the PHA has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the housing quality standards (HQS) (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

## 11-I.E. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established new restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents or is considered a *vulnerable youth* in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

### PHA Policy

During the annual reexamination process, the PHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents or is considered a *vulnerable youth* based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.

If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the PHA will process a reexamination in accordance with the policies in this chapter.

## 11-I.F. EFFECTIVE DATES

The PHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

### PHA Policy

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.



## PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

### 11-II.A. OVERVIEW

Family circumstances may change between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted [HCV GB, p. 12-10].

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies describing what changes families are required to report, what changes families may choose to report, and how the PHA will process both PHA- and family-initiated interim reexaminations.

### 11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The family is required to report all changes in family composition. The PHA must adopt policies prescribing when and under what conditions the family must report changes in income and family composition. However, due to family obligations under the program, the PHA has limited discretion in this area.

#### PHA Policy

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

#### **New Family Members Not Requiring PHA Approval**

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 982.551(h)(2)].

#### PHA Policy

The family must inform the PHA of the birth, adoption, or court-awarded custody of a child within 10 business days.

## **New Family and Household Members Requiring Approval**

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

When any new family member is added, the PHA must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of either the annual or interim reexamination [24 CFR 982.516(e)(2)].

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the family's HAP contract in accordance with its terms [24 CFR 982.403].

### PHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days or 90 cumulative days within a 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving into the unit.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (see Chapter 7, Part II).

The PHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If the PHA determines an individual meets the PHA's eligibility criteria and documentation requirements, the PHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued a voucher and will be required to move.

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.



**Departure of a Family or Household Member**

Families must promptly notify the PHA if any family member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

PHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

## 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

### PHA-Initiated Interim Reexaminations

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

#### PHA Policy

The PHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.

If the family has reported zero income, the PHA will conduct an interim reexamination every month as long as the family continues to report that they have no income.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

## **Family-Initiated Interim Reexaminations**

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

### ***Required Reporting***

HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

#### PHA Policy

Families are required to report all increases in income, including new employment, within 10 business days of the change occurring. The PHA will conduct an interim reexamination to recalculate the new family share of rent and new subsidy amount.

### ***Optional Reporting***

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. The PHA must process the request if the family reports a change that will result in a reduced family income [HCV GB, p. 12-9].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

#### PHA Policy

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, the PHA will conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, the PHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

Families must report changes in income or expenses by the 25<sup>th</sup> of the month.

## 11-II.D. PROCESSING THE INTERIM REEXAMINATION

### Method of Reporting

#### PHA Policy

The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, by email, by fax, by software system or in person.

### Effective Dates

The PHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

#### PHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

## PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

### 11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

### 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in the PHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

#### Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When the PHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If the PHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
  - If the payment standard amount has *increased*, the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
  - If the payment standard amount has *decreased*, during the term of a HAP contract, the PHA is not required to reduce the payment standard as the HAP contract remains in effect. At the family's *second annual* reexamination, the PHA may, but is not required to, apply the decreased payment standard or may gradually implement the reduced payment standard (See Chapter 6 for the PHA's policy on decreases in the payment standard).
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

### **Subsidy Standards [24 CFR 982.505(c)(4)]**

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the PHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

### **Utility Allowances [24 CFR 982.517(d)]**

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in the PHA's utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the PHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the PHA must use the PHA current utility allowance schedule [HCV GB, p. 18-8].

#### PHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

### **11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT**

The PHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding the PHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

#### PHA Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment.

The notice will state the family has the right to request an explanation of how the assistance was calculated and if the family disagrees, they have the right to informal hearing. The notice will include the procedures for requesting an informal hearing.

**11-III.D. DISCREPANCIES**

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.





## Chapter 12

### TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify mandatory and optional grounds for which a PHA can terminate a family's assistance. They also specify the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter describes the policies that govern mandatory and optional terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Termination of Assistance. This part describes the various circumstances under which assistance under the program can be terminated by the family or by the PHA.

Part II: Approach to Termination of Assistance. This part describes the policies and the process that the PHA will use in evaluating decisions on whether to terminate assistance due to actions or inactions of the family where termination is an option. It specifies the alternatives that the PHA may consider in lieu of termination, the criteria the PHA will use when deciding what action to take, and the steps the PHA must take when terminating a family's assistance.

Part III: Termination of Tenancy by the Owner. This part describes the HUD policies that govern the owner's right to terminate an assisted tenancy.

#### PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

##### 12-I.A. OVERVIEW

HUD requires the PHA to terminate assistance for certain actions and inactions of the family and when the family no longer requires assistance due to increases in family income. HUD permits the PHA to terminate assistance for certain other actions or inactions of the family. In addition, a family may decide to withdraw from the program and terminate their HCV assistance at any time by notifying the PHA.

##### 12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family's income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero, the family's assistance terminates automatically 180 days after the last HAP payment.

##### PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

### **12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE**

The family may request that the PHA terminate housing assistance payments on behalf of the family at any time.

#### PHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, and spouse or cohead if applicable. Before terminating the family's assistance, the PHA will follow the notice requirements in Section 12-II.F.

### **12-I.D. MANDATORY TERMINATION OF ASSISTANCE**

HUD requires the PHA to terminate assistance in the following circumstances.

#### **Eviction [24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)]**

The PHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. As discussed further in section 12-II.E, incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

#### PHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in section 12-II.C. In making its decision, the PHA will consider the factors described in sections 12-II.D and 12-II.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

*Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

#### **Failure to Provide Consent [24 CFR 982.552(b)(3)]**

The PHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination. See Chapter 7 for a complete discussion of consent requirements.

### **Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]**

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

### **Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2018-24]**

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

#### PHA Policy

The PHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

### **Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]**

The PHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

### **Lifetime Registered Sex Offenders [Notice PIH 2012-28]**

Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

### **Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]**

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with his/her parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the PHA must terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and PHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

### **Death of the Sole Family Member [24 CFR 982.311(d) and Notice PIH 2010-9]**

The PHA must immediately terminate program assistance for deceased single member households.

## **12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS**

### **Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]**

HUD requires the PHA to establish policies that permit the PHA to terminate assistance if the PHA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity

## *Use of Illegal Drugs and Alcohol Abuse*

### PHA Policy

The PHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The PHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

*Currently engaged in* is defined as any use of illegal drugs during the previous three months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

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

***Drug-Related and Violent Criminal Activity [24 CFR 5.100]***

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

*Drug-related criminal activity* is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**PHA Policy**

The PHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

The PHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

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

## **Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005(c)]**

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II.E, the Violence against Women Act of 2013 explicitly prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.

Additionally, per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate assistance to a family due to the family's failure to meet its obligations under the Family Self-Sufficiency (FSS) contract of participation [FR Notice 12/29/14].

### PHA Policy

The PHA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally assisted housing in the last five years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

*Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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

***Family Absence from the Unit [24 CFR 982.312]***

The family may be absent from the unit for brief periods. The PHA must establish a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

PHA Policy

If the family is absent from the unit for more than 180 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.F.



### ***Insufficient Funding [24 CFR 982.454]***

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

#### PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

In the event that the PHA decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of special purpose vouchers (NED families, HUD-Veterans Affairs Supportive Housing (VASH) families, and family unification program (FUP) families), when the PHA resumes issuing vouchers, the PHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

Families comprising the required number of special purpose vouchers, including nonelderly disabled (NED), HUD-Veteran's Affairs Supportive Housing (HUD-VASH), and family unification program (FUP) will be the last to be terminated.

The PHA will terminate HAP contracts on a first in, first out according to the date of the family's admission to the program in the order listed below:

1. Non-elderly, non-disabled single member families.
2. Non-elderly, non-disabled families with no children under the age of 18.
3. Non-elderly, non-disabled families with children under the age of 18.
4. Elderly and disabled families.



## PART II: APPROACH TO TERMINATION OF ASSISTANCE

### 12-II.A. OVERVIEW

The PHA is required by regulation to terminate a family's assistance for certain actions or inactions of the family. For other types of actions or inactions of the family, the regulations give the PHA the authority to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion, and outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notification to the family of the PHA's intent to terminate assistance.

### 12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

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

- Terminating housing assistance payments under a current HAP contract,
- Refusing to enter into a new HAP contract or approve a lease, or
- Refusing to process a request for or to provide assistance under portability procedures.

### 12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

#### Change in Household Composition

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

##### PHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon PHA request.

#### Repayment of Family Debts

##### PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

## 12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

### Evidence

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

#### PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

*Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

### Use of Criminal Conviction Records after Admission [24 CFR 5.903]

The regulation at 24 CFR 5.903 governs a PHA's access to and use of criminal conviction records obtained from a "law enforcement agency" such as the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. While the regulatory listing of permitted uses for these records includes PHA screening of applicants for admission to the HCV program, it specifically excludes the use of records for lease enforcement and eviction of HCV participants and excludes by omission a PHA's use of records to terminate assistance for participants. While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose. The limitations, however, do not apply to criminal conviction information searches from non-federal sources (i.e., sources other than the "law enforcement agencies" defined in 24 CFR 5.902(b)). There is no prohibition that bars a PHA from using non-federal sources to conduct criminal background checks of program participants.

### Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

#### PHA Policy

The PHA will consider the following facts and circumstances when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

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

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or (as discussed further in section 12-II.E) a victim of domestic violence, dating violence, sexual assault or stalking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the participant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

### **Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]**

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

#### PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

## **12-II.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

This section describes the protections against termination of assistance that the Violence against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-IX of this plan.

### **VAWA Protections against Termination**

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. (*Note:* The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program, as do the limitations discussed under the next heading.)

First, VAWA provides that a PHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the PHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

### **Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]**

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

#### PHA Policy

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

## Documentation of Abuse [24 CFR 5.2007]

### PHA Policy

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, the PHA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-IX.D of this plan.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual's file.

### **Terminating the Assistance of a Domestic Violence Perpetrator**

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives the PHA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others” without terminating assistance to “or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant” [24 CFR 5.2009(a)]. This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that the PHA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the program. The PHA must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month [Notice PIH 2017-08].

If the perpetrator is the only participant eligible to receive assistance, the PHA will provide any remaining participant a chance to establish eligibility for the program. If the remaining participant cannot do so, the PHA will provide them with 30 days to establish eligibility for another housing program prior to termination of the HAP contract.



### PHA Policy

The PHA will terminate assistance to a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-IX.D. The PHA will also consider the factors in section 12-II.D. Upon such consideration, the PHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If the PHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

## 12-II.F. TERMINATION NOTICE

HUD regulations require PHAs to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's HAP contract and lease will also terminate when the family's assistance terminates [form HUD-52641], it is a good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

### PHA Policy

Whenever a family's assistance will be terminated, the PHA will send a written notice of termination to the family and to the owner. The PHA will also send a form HUD-5382 and form HUD-5380 to the family with the termination notice. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other PHA policies, or the circumstances surrounding the termination require.

When the PHA notifies an owner that a family's assistance will be terminated, the PHA will, if appropriate, advise the owner of his/her right to offer the family a separate, unassisted lease.

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the PHA sends to the family must meet the additional HUD and PHA notice requirements discussed in section 16-III.C of this plan. VAWA 2013 expands notification requirements to require PHAs to provide notice of VAWA rights and the HUD 5382 form when a PHA terminates a household's housing benefits.

### PHA Policy

Whenever the PHA decides to terminate a family's assistance because of the family's action or failure to act, the PHA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-5382 and form HUD-5380. The PHA will request in writing that a family member wishing to claim protection under VAWA notify the PHA within 14 business days.

Still other notice requirements apply in two situations:

- If a criminal record is the basis of a family's termination, the PHA must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance of the record [24 CFR 982.553(d)(2)].
- If immigration status is the basis of a family's termination, as discussed in section 12-I.D, the special notice requirements in section 16-III.D must be followed.

## **PART III: TERMINATION OF TENANCY BY THE OWNER**

### **12-III.A. OVERVIEW**

Termination of an assisted tenancy is a matter between the owner and the family; the PHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy. Termination of tenancy for certain reasons will also result in termination of assistance as discussed in this section.

### **12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310, 24 CFR 5.2005(c), and Form HUD-52641-A, Tenancy Addendum]**

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

#### **Serious or Repeated Lease Violations**

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and the victim is protected from eviction by the Violence against Women Act of 2013 (see section 12-II.E). A serious lease violation includes failure to pay rent or other amounts due under the lease. However, the PHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

#### **Violation of Federal, State, or Local Law**

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

#### **Criminal Activity or Alcohol Abuse**

The owner may terminate tenancy during the term of the lease if any *covered person*—meaning any member of the household, a guest, or another person under the tenant's control—commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises)
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, if the tenant or an affiliated individual is the victim, the criminal activity may not be construed as cause for terminating the victim's tenancy (see section 12-II.E).

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

### ***Evidence of Criminal Activity***

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. This is the case except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

### **Other Good Cause**

During the initial lease term, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, “other good cause” for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision
- The owner’s desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent)

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

If a property is subject to foreclosure, during the term of the lease, the new owner of the property does not have good cause to terminate the tenant’s lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. See Section 13-II.G for a discussion of PHA policies relating to units in foreclosure.

**12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]**

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give the PHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give the PHA a copy of any eviction notice (see Chapter 5).

**PHA Policy**

If the eviction action is finalized in court, the owner must provide the PHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

### **12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), 24 CFR 982.310(h)(4)]**

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The nature of the offending action
- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner's failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;
- The effect of termination of tenancy on household members not involved in the offending activity;
- The demand for assisted housing by families who will adhere to lease responsibilities;
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault or stalking is limited by the Violence against Women Act of 2013 (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L. (See section 12-II.E.)

### **12-III.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY'S ASSISTANCE**

If a termination is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).

## EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

### PHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

### PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner's notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

*Serious and repeated lease violations* will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].

- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

### PHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

#### PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

#### PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the PHA when the family is absent from the unit.

#### PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).



- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]



## Chapter 13

### OWNERS

#### INTRODUCTION

Owners play a major role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term “owner” includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

The chapter is organized in two parts:

Part I: Owners in the HCV Program. This part discusses the role of an owner in the PHA’s HCV program and highlights key owner rights and responsibilities.

Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between the PHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including PHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.



## PART I. OWNERS IN THE HCV PROGRAM

### 13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6; HCV Landlord Strategy Guidebook for PHAs]

#### Recruitment

PHAs are responsible for ensuring that very low-income families have access to all types and ranges of affordable housing in the PHA's jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for the PHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in the PHA's jurisdiction, are willing to participate in the HCV program.

To accomplish this objective, PHAs must identify and recruit new owners to participate in the program.

If the PHA will be conducting outreach events, the PHA must ensure that notices and communications during outreach events are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities. PHAs must also take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency.

#### PHA Policy

The PHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. The PHA will actively recruit property owners with property located outside areas of poverty and minority concentration. These outreach strategies will include:

- Distributing printed material about the program to property owners and managers

- Contacting property owners and managers by phone or in-person

- Holding owner recruitment/information meetings at least once a year

- Participating in community-based organizations comprised of private property and apartment owners and managers

- Developing working relationships with owners, apartment associations, industry investor groups, and real estate brokers associations

- To the extent practical, partnering with and attending events hosted by other area agencies to deliver information about the HCV program

Outreach strategies will be monitored for effectiveness and adapted accordingly.

## Retention

In addition to recruiting owners to participate in the HCV program, the PHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

### PHA Policy

All PHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

The PHA will provide owners with information that explains the program, including HUD and PHA policies and procedures, in easy-to-understand language and also make the information available on the City website.

The PHA will give special attention to helping new owners succeed through activities such as:

- Providing the owner with a designated PHA contact person.

- Coordinating inspection and leasing activities between the PHA, the owner, and the family.

- Initiating telephone contact with the owner to explain the inspection process and providing an inspection booklet and other resource materials about HUD housing quality standards.

- Contacting owners via emails or texts to disseminate information.

Additional services may be undertaken on an as-needed basis, and as resources permit.

### 13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires the PHA to assist families in their housing search by providing the family with a list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or to help the family find a unit. Although the PHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to the PHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

#### PHA Policy

Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify the PHA. The PHA will maintain a listing of such owners and provide this listing to the HCV family as part of the informational briefing packet.

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential unassisted tenant. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See chapters 3 and 9 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to the PHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more detail on request for tenancy approval policies and process.

HUD regulations stipulate requirements for the approval of an assisted tenancy.

The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. See chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. The PHA will inspect the owner's dwelling unit at least annually to ensure that the unit continues to meet HQS requirements. See chapter 8 for a discussion of the HQS standards and policies for HQS inspections at initial lease-up and throughout the family's tenancy.

The PHA must determine that the proposed rent for the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, if the gross rent exceeds the applicable payment standard, the PHA must ensure that the family share does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]. See chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. The HUD Tenancy Addendum includes the HUD requirements governing the tenancy and must be added word-for-word to the owner's lease. See chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

The PHA and the owner must execute a Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See chapter 9 for a discussion of the HUD requirements for execution of the HAP contract.



**13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]**

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Complying with all of the owner's obligations under the housing assistance payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to the PHA information required under the HAP contract
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the family as specified in the lease
- Allowing reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Complying with the Violence against Women Reauthorization Act of 2013 (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1))

### **13-I.D. OWNER QUALIFICATIONS**

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

#### **Owners Barred from Participation [24 CFR 982.306(a) and (b)]**

The PHA must not approve the assisted tenancy if the PHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the PHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

#### **Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]**

The PHA must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The PHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

#### **Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]**

The PHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the PHA (except a participant commissioner)
- Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The PHA must submit a waiver request to the appropriate HUD Field Office for determination.

Any waiver request submitted by the PHA must include the following [HCV Guidebook pp.11-2 and 11-3]:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the PHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the PHA or assistance under the HCV program for an eligible PHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the PHA, description of the nature of the investment, including disclosure/divestiture plans.

Where the PHA has requested a conflict of interest waiver, the PHA may not execute the HAP contract until HUD has made a decision on the waiver request.

#### PHA Policy

In considering whether to request a conflict of interest waiver from HUD, the PHA will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety.

## **Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]**

HUD regulations permit the PHA to disapprove a request for tenancy for various actions and inactions of the owner.

If the PHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

### PHA Policy

The PHA will refuse to approve a request for tenancy if the PHA becomes aware that any of the following are true:

The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The owner has engaged in any drug-related criminal activity or any violent criminal activity;

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;

The owner has a history or practice of renting units that fail to meet state or local housing codes; or

The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, the PHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, the PHA may, on a case-by-case basis, choose to approve an owner.

## Legal Ownership of Unit

The following represents PHA policy on legal ownership of a dwelling unit to be assisted under the HCV program.

### PHA Policy

The PHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without submitting a W-9 and signed contract by owner and or managing company.

## **13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]**

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with the PHA.

The owner must cooperate with the PHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with the PHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.



## **PART II. HAP CONTRACTS**

### **13-II.A. OVERVIEW**

The HAP contract represents a written agreement between the PHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as the PHA's obligations. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family approved by the PHA to occupy the unit.

The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and use their assistance to lease the space for the manufactured home. See chapter 15 for a discussion of any special housing types included in the PHA's HCV program.

When the PHA has determined that the unit meets program requirements and the tenancy is approvable, the PHA and owner must execute the HAP contract. See chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

### 13-II.B. HAP CONTRACT CONTENTS

The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts.

Part A of the contract includes basic contract information: the names of the tenant and all household members, the address of the contract unit, start and end dates of initial lease term, the amount of initial monthly rent to owner, the amount of initial housing assistance payment, the utilities and appliances to be supplied by owner and tenant, and the signatures of the PHA representative and owner [HCV Guidebook, pp. 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, PHAs do have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. PHA policy on the amount of security deposit an owner may collect is found in Chapter 9.

PHAs also have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner).

#### PHA Policy

The PHA has not adopted a policy that defines when the housing assistance payment by the PHA is deemed received by the owner. Therefore, no modifications to the HAP contract will be necessary.



Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- PHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- PHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

### **13-II.C. HAP CONTRACT PAYMENTS**

#### **General**

During the term of the HAP contract, and subject to the provisions of the HAP contract, the PHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6 and is subject to change during the term of the HAP contract. The PHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by the PHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant and the HAP payment is equal to the rent to owner as specified in the lease.

The family is not responsible for payment of the HAP payment, and the PHA is not responsible for payment of the family share of rent.

The family's share of the rent cannot be more than the difference between the rent to owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess HAP from the PHA, the excess amount must be returned immediately. If the PHA determines that the owner is not entitled to all or a portion of the HAP, the PHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

#### **Owner Certification of Compliance**

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By endorsing the monthly check from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

### **Late HAP Payments [24 CFR 982.451(a)(5)]**

The PHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for late penalties if the PHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

The PHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the PHA's control. In addition, late payment penalties are not required if the PHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

### **Termination of HAP Payments [24 CFR 982.311(b)]**

The PHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

#### PHA Policy

The owner must inform the PHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The owner must inform the PHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant and provide the PHA with a copy of such judgment or determination.

After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, the PHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform the PHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

### **13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]**

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulation for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
- If the owner has committed any violent criminal activity

If the PHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

The PHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination of the HAP contract. The PHA may also obtain additional relief by judicial order or action.

The PHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. The PHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

#### PHA Policy

Before the PHA invokes a remedy against an owner, the PHA will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the PHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, the PHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

### 13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:

- The owner or the family terminates the lease;
- The lease expires;
- The PHA terminates the HAP contract;
- The PHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since the PHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by the PHA;
- The Annual Contributions Contract (ACC) between the PHA and HUD expires
- The PHA elects to terminate the HAP contract.

#### PHA Policy

The PHA may elect to terminate the HAP contract in each of the following situations:

Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];

The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;

The unit does not meet HQS [24 CFR 982.404] – see chapter 8;

The family breaks up [HUD Form 52641] – see chapter 3;

The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If the PHA terminates the HAP contract, the PHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

#### PHA Policy

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period and must return to the PHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

### **13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]**

The HAP contract cannot be assigned to a new owner without the prior written consent of the PHA.

An owner under a HAP contract must notify the PHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the PHA.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the PHA finds acceptable. The new owner must provide the PHA with a copy of the executed agreement.

#### PHA Policy

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

The PHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner's request, the PHA will inform the current owner in writing whether the assignment may take place.

The new owner must provide a written certification to the PHA that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;
- The effective date of the HAP contract assignment;
- A written agreement to comply with the terms of the HAP contract; and
- A certification that the new owner is not a prohibited relative.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, the PHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, the PHA will process the leasing in accordance with the policies in Chapter 9.

### 13-II.G. FORECLOSURE [Notice PIH 2010-49]

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). During the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. Further, the new owner assumes interest in the lease between the prior owner and the tenant and to the HAP contract.

Any state or local law that provides longer time periods or other additional protections for tenants also applies.

#### PHA Policy

If a property is in foreclosure, the PHA will make all reasonable efforts to determine the status of the foreclosure and ownership of the property and will continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.

The PHA will attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. This will include a request for owner information, including a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.

The PHA will inform the tenant that they must continue to pay rent in accordance with the lease, and if the new owner refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

In the event that the PHA is unable to make HAP payments to the new owner due to an action or inaction by the new owner that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the new owner, the PHA will either use the funds to pay:

The utilities that are the owner's responsibility after taking reasonable steps to notify the owner; except that if the unit has been or will be rendered uninhabitable due to termination or threat of termination of service, prior notice is not required. In the latter case, the PHA shall notify the owner within a reasonable time after making the utility payment; or

For the family's reasonable moving costs, including security deposit costs.

The PHA will also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

See Section 12-III.B for a discussion of foreclosure as it pertains to owner termination of tenancy.



## Chapter 14

### PROGRAM INTEGRITY

#### INTRODUCTION

The PHA is committed to ensuring that subsidy funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.



## PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

### 14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and detecting program abuse. PHAs are required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and participants with form HUD-52675, “Debts Owed to PHAs and Terminations”
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

#### PHA Policy

To ensure that the PHA’s HCV program is administered according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.

The PHA will provide each applicant and participant with a copy of “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will provide each applicant and participant with a copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12.

The PHA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family or owner.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

At every regular reexamination, PHA staff will explain any changes in HUD regulations or PHA policy that affect program participants.

The PHA will provide each PHA employee with the necessary training on program rules and the organization’s standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

#### **14-I.B. DETECTING ERRORS AND PROGRAM ABUSE**

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

##### **Quality Control and Analysis of Data**

Under the Section 8 Management Assessment Program (SEMAP), HUD requires the PHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

##### PHA Policy

In addition to the SEMAP quality control requirements, the PHA will employ a variety of methods to detect errors and program abuse.

The PHA routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to the PHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The PHA will compare family-reported income and expenditures to detect possible unreported income.

##### **Independent Audits and HUD Monitoring**

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

##### PHA Policy

The PHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

##### **Individual Reporting of Possible Errors and Program Abuse**

##### PHA Policy

The PHA will encourage staff, program participants, and the public to report possible program abuse.

## 14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

### When the PHA Will Investigate

#### PHA Policy

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The PHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

### Consent to Release of Information [24 CFR 982.516]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require HCV families to sign consent forms for the release of additional information.

### Analysis and Findings

#### PHA Policy

The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.

*Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation the PHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the PHA, and (3) what corrective measures or penalties will be assessed.

## **Consideration of Remedies**

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

### PHA Policy

In the case of family-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

## **Notice and Appeals**

### PHA Policy

The PHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which the PHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

## PART II: CORRECTIVE MEASURES AND PENALTIES

### 14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

#### Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the PHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

#### PHA Policy

Increases in the family share will be implemented on the first of the month following a written 30-day notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

#### Reimbursement

Whether the family or owner is required to reimburse the PHA or the PHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

## **14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE**

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

### **Family Reimbursement to PHA [HCV GB pp. 22-12 to 22-13]**

#### PHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

### **PHA Reimbursement to Family [HCV GB p. 22-12]**

#### PHA Policy

The PHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.



## Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

### PHA Policy

Any of the following will be considered evidence of family program abuse:

Payment to the owner in excess of amounts authorized by the PHA for rent, security deposit, and additional services

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g. income, family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

## Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay excess subsidy amounts paid by the PHA, as described earlier in this section.
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
- The PHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.
- The PHA may refer the family for state or federal criminal prosecution as described in section 14-II.E.

### **14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE**

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

#### **Owner Reimbursement to the PHA**

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the PHA any excess subsidy received. The PHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the PHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

##### PHA Policy

In cases where the owner has received excess subsidy, the PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

#### **Prohibited Owner Actions**

An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

## PHA Policy

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the PHA
- Charging a security deposit other than that specified in the family's lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA
- Residing in the unit with an assisted family
- Committing sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2
- Retaliating against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2

## **Remedies and Penalties**

When the PHA determines that the owner has committed program abuse, the PHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (See Chapter 13).
- Bar the owner from future participation in any PHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in section 14-II.E.

## **14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

### **Repayment to the PHA**

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by PHA staff [HCV GB. 22-12].

### **PHA Reimbursement to Family or Owner**

The PHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the PHA's administrative fee reserves [HCV GB p. 22-12].

### **Prohibited Activities**

#### PHA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the PHA
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of PHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

## 14-II.E. CRIMINAL PROSECUTION

### PHA Policy

When the PHA determines that program abuse by an owner, family, or PHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, the PHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

**14-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES**

The PHA may retain a portion of program fraud losses that the PHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

The PHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the PHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the PHA related to the collection, these costs must be deducted from the amount retained by the PHA.

## Chapter 15

### SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M]

#### INTRODUCTION

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the PHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that PHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The PHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

#### PHA Policy

Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

#### Part I: Single Room Occupancy

#### Part II: Congregate Housing

#### Part III: Group Homes

#### Part IV: Shared Housing

#### Part V: Cooperative Housing

#### Part VI: Manufactured Homes (including manufactured home space rental)

#### Part VII: Homeownership





## PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

### 15-I.A. OVERVIEW

Single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

### 15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

### 15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- *Access:* Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.
- *Fire Safety:* All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

- *Sanitary Facilities:* At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- *Space and Security:* An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

## **PART II: CONGREGATE HOUSING**

[24 CFR 982.606 through 982.609]

### **15-II.A. OVERVIEW**

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

### **15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION**

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the one-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

### **15-II.C. HOUSING QUALITY STANDARDS**

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

## **PART III: GROUP HOME**

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

### **15-III.A. OVERVIEW**

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

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

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

### **15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION**

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be zero- or one-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

### 15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- *Sanitary Facilities:* A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- *Food Preparation and Service:* Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- *Space and Security:* Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- *Structure and Material:* To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.
- *Site and Neighborhood:* Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
  - Dangerous walks or steps
  - Instability
  - Flooding, poor drainage
  - Septic tank back-ups
  - Sewage hazards
  - Mud slides
  - Abnormal air pollution
  - Smoke or dust
  - Excessive noise
  - Vibrations or vehicular traffic
  - Excessive accumulations of trash
  - Vermin or rodent infestation, and
  - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

## PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618]

### 15-IV.A. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

### 15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the lower of the utility allowance for the family unit size (voucher size) or the prorata share of the utility allowance for the shared housing unit.

**Example:** A family holds a 2-bedroom voucher. The family decides to occupy 3 out of 4 bedrooms available in the unit.

The utility allowance for a 4-bedroom unit equals \$200

The utility allowance for a 2-bedroom unit equals \$100

The prorata share of the utility allowance is \$150 (3/4 of \$200)

The PHA will use the 2-bedroom utility allowance of \$100.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA should consider whether sanitary and food preparation areas are private or shared.

### 15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security:* The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A zero-bedroom or one-bedroom unit may not be used for shared housing.



## **PART V: COOPERATIVE HOUSING**

[24 CFR 982.619]

### **15-V.A. OVERVIEW**

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

### **15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION**

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

### **15-V.C. HOUSING QUALITY STANDARDS**

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.



## **PART VI: MANUFACTURED HOMES**

[24 CFR 982.620 through 982.624; FR Notice 1/18/17]

### **15-VI.A. OVERVIEW**

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

(1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses. PHAs may, but are not required to, provide assistance for such families.

### **15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE**

#### **Family Income**

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

#### **Lease and HAP Contract**

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

## **15-VLC. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION [FR Notice 1/18/17]**

### **Payment Standards**

The PHA payment standard for manufactured homes is determined in accordance with 24 CFR 982.505 and is the payment standard used for the PHA's HCV program. It is based on the applicable FMR for the area in which the manufactured home space is located.

The payment standard for the family is the lower of the family unit size (voucher size) or the payment standard for the number of bedrooms in the manufactured home.

### **Utility Allowance**

The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner's monthly management and maintenance charges), the PHA may pay the remainder to the family, lender, or utility company.

### **Space Rent**

The rent for the manufactured home space (including other eligible housing expenses) is the total of:

- The rent charged for the manufactured home space;
- Owner maintenance and management charges for the space;
- The monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
- The applicable allowance for tenant-paid unities.

### **Amortization Costs**

The monthly payment made by the family to amortize the cost of purchasing the manufactured home is the debt service established at the time of application to a lender for financing the purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home may not be included in the amortization cost. Debt service for set-up charges incurred by a family may be included in the monthly amortization payments made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.

### **Housing Assistance Payment**

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the manufactured home space rent (including other eligible housing expenses) minus the TTP.

**Rent Reasonableness**

Initially, and annually thereafter the PHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. The PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

**15-VI.D. HOUSING QUALITY STANDARDS**

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

***Manufactured Home Tie-Down***

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.



## Chapter 16

### PROGRAM ADMINISTRATION

#### INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with elevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.





**PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]**

The PHA will maintain administrative fee reserves, or unrestricted net position (UNP) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNP account from funding provided prior to 2004 may be used for “other housing purposes permitted by state and local law,” in accordance with 24 CFR 982.155(b)(1).

If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNP Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the UNP account without specific approval.

**PHA Policy**

Expenditures from the UNP account will be made in accordance with all applicable federal requirements. Expenditures will not exceed \$10,000 per occurrence without the prior approval of the PHA’s Board of Commissioners.



## PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

### 16-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

#### PHA Policy

Copies of the payment standard and utility allowance schedules are available for review in the PHA's offices during normal business hours.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

The PHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

Establishing and updating the PHA passbook rate, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-I.G.).

### 16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

## Updating Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high [24 CFR 982.503(g)].

### PHA Policy

The PHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published, and at other times as determined necessary. In addition to ensuring the payment standards are always within the "basic range" the PHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

**Funding Availability:** The PHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The PHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

**Rent Burden of Participating Families:** Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, the PHA will consider increasing the payment standard. In evaluating rent burdens, the PHA will not include families renting a larger unit than their family unit size.

**Quality of Units Selected:** The PHA may review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

**Changes in Rent to Owner:** The PHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

**Unit Availability:** The PHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

**Lease-up Time and Success Rate:** The PHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Effective dates of changes to payment standard amounts will be determined at time of update. The PHA will always ensure the payment standards will be within the basic range.

### **Exception Payment Standards [24 CFR 982.503(c)(5), Notice PIH 2018-01]**

A non-SAFMR PHA may establish an exception payment standard for a zip code area of up to and including 110 percent of the SAFMR determined by HUD for that zip code area. Regardless of the level of the exception payment standard compared to the metropolitan area FMRs (MAFMRs), the PHA must send an email to [SAFMRs@hud.gov](mailto:SAFMRs@hud.gov) to notify HUD that it has adopted an exception payment standard based on the SAFMR. A PHA that adopts an exception payment standard pursuant to this authority must apply it to the entire ZIP code area, for both its HCV, and if applicable, its PBV program. For the PBV program, this means that the rent to owner may not exceed the new exception payment standard amount, provided the rent is still reasonable. A PHA that adopts an exception payment standard area must revise its briefing materials to make families aware of the exception payment standard and the area that it covers.

### **Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]**

PHAs that administer vouchers in a metropolitan area where the adoption of SAFMRs is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.

#### PHA Policy

The PHA is not located in a metropolitan area and does not have the option adopting SAFMRs .

### **Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]**

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

#### PHA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

### **"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]**

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50<sup>th</sup>, rather than the 40<sup>th</sup> percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

### **Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]**

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

## 16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

### **Air Conditioning**

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

#### PHA Policy

The PHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before the PHA will apply this allowance to a family's rent and subsidy calculations.

### **Reasonable Accommodation**

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

### **Utility Allowance Revisions**

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.





## PART III: INFORMAL REVIEWS AND HEARINGS

### 16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

### 16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

#### **Decisions Subject to Informal Review [24 CFR 982.554(a) and (c)]**

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

### PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

### **Notice to the Applicant [24 CFR 982.554(a)]**

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

### **Scheduling an Informal Review**

#### PHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

### **Informal Review Procedures [24 CFR 982.554(b)]**

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

## Remote Informal Reviews

All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.

### PHA Policy

The PHA will not conduct remote informal reviews.

## Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

### PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

### **16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]**

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

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

#### **Decisions Subject to Informal Hearing**

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

#### PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

### **Remote Informal Hearings**

The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.

#### PHA Policy

The PHA will not conduct remote informal hearings

### **Informal Hearing Procedures**

#### ***Notice to the Family* [24 CFR 982.555(c)]**

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

## PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of the PHA.

A brief statement of the reasons for the decision, including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for the PHA's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

A copy of the PHA's hearing procedures.

That the family may request a remote informal hearing

If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted remotely. The family will be informed of the processes involved in a remote informal hearing and that the PHA will provide technical assistance, if needed, before the informal hearing.

***Scheduling an Informal Hearing [24 CFR 982.555(d)]***

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

**PHA Policy**

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.



***Pre-Hearing Right to Discovery [24 CFR 982.555(e)]***

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

**PHA Policy**

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

Documents will be shared electronically whenever possible.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

**PHA Policy**

For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing.

Documents will be shared electronically whenever possible.

***Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]***

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

***Informal Hearing Officer [24 CFR 982.555(e)(4)]***

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

### ***Attendance at the Informal Hearing***

#### PHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

### ***Conduct at Hearings***

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

#### PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

### ***Evidence [24 CFR 982.555(e)(5)]***

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

#### PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

### ***Procedures for Rehearing or Further Hearing***

#### PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

### ***Hearing Officer's Decision [24 CFR 982.555(e)(6)]***

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

#### PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

**PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

**Discovery:** The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

**PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

**Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

#### **Hearing information:**

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the PHA representative; and
- Name of family representative (if any).

**Background:** A brief, impartial statement of the reason for the hearing.

**Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

**Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

**Order:** The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

***Issuance of Decision [24 CFR 982.555(e)(6)]***

A copy of the hearing must be furnished promptly to the family.

PHA Policy

The hearing officer will mail a "Notice of Hearing Decision" to the PHA and to the participant on the same day. This notice will be sent by first-class mail. The participant will be mailed the original "Notice of Hearing Decision" and a copy of the proof of mailing. A copy of the "Notice of Hearing Decision" will be maintained in the PHA's file.

***Effect of Final Decision [24 CFR 982.555(f)]***

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

The Executive Director has the authority to determine that the PHA is not bound by the decision of the hearing officer because the PHA was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the PHA will mail a "Notice of Final Decision" to the PHA and the participant on the same day. The "Notice of Final Decision" will be sent by first-class mail. A copy of this notice will be maintained in the PHA's file.

**16-III.D. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]**

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

**Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

### **USCIS Appeal Process [24 CFR 5.514(e)]**

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

#### PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

#### PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

### **Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

#### ***Informal Hearing Officer***

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

***Evidence***

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

**PHA Policy**

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

***Representation and Interpretive Services***

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, the PHA will provide competent interpretation services, free of charge.

***Recording of the Hearing***

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

**PHA Policy**

The PHA will not provide a transcript of an audio taped hearing.

***Hearing Decision***

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.



**Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

**Retention of Documents [24 CFR 5.514(h)]**

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

## PART IV: OWNER OR FAMILY DEBTS TO THE PHA

### 16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

#### PHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

## 16-IV.B. REPAYMENT POLICY

### Owner Debts to the PHA

#### PHA Policy

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments the PHA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by the PHA.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

### Family Debts to the PHA

#### PHA Policy

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

### Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

### General Repayment Agreement Guidelines for Families

#### *Down Payment Requirement*

#### PHA Policy

A family may, but will not be required to, make a down payment on the amount owed prior to entering into a repayment agreement with the PHA.

### ***Payment Thresholds***

Notice PIH 2017-12 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income. However, a family may already be paying 40 per cent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2017-12 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

#### PHA Policy

If a family is paying less than 40 percent of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount will be the greater of the following two amounts.

The difference between 40 percent of the family’s MAI and the total family share at the time the agreement is executed

Or \$25

If a family is paying 40 percent or more of its MAI in rent, the PHA will establish a reasonable monthly payment amount vommensurate with the family’s MAI at the time the agreement is executed. In no event will the amount be less than \$25.00.

If a family can provide evidence satisfactory to the PHA that monthly payment amount of \$25 would impose an undue hardship the PHA may, in its sole discretion, require a lower monthly payment amount.

If the family’s income increases or decreases during the term of a repayment agreement, eith the PHA or the family may request that the monthly payment amount be adjusted accordingly.

### ***Execution of the Agreement***

#### PHA Policy

Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).

### ***Due Dates***

#### PHA Policy

All payments are due by the close of business on the 15<sup>th</sup> day of the month. If the 15<sup>th</sup> does not fall on a business day, the due date is the close of business on the first business day after the 15<sup>th</sup>.

### ***Late or Missed Payments***

#### PHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance in accordance with the policies in Chapter 12.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the PHA will terminate assistance in accordance with the policies in Chapter 12.

### ***No Offer of Repayment Agreement***

#### PHA Policy

The PHA generally will not enter into a repayment agreement with a family under any of the following conditions:

If the family is already under an existing repayment agreement with the PHA.

The PHA determines that the family's debt is a result of program abuse or fraud (as defined in Chapter 14 of this plan).

The amount owed by the family exceeds the federal or state threshold for criminal prosecution.

### **Repayment Agreements Involving Improper Payments**

Notice PIH 2017-12 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

## **PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)**

### **16-V.A. OVERVIEW**

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of “troubled” are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

**16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]**

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as “troubled” [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of “troubled.”

A PHA’s SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA’s SEMAP certification, HUD will rate the PHA’s performance under each SEMAP indicator in accordance with program requirements.

**HUD Verification Method**

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

## 16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.

<b>SEMAP Indicators</b>
<p><b>Indicator 1: Selection from the waiting list</b>  <b>Maximum Score: 15</b></p> <ul style="list-style-type: none"> <li>• This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list.</li> <li>• Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.</li> </ul>
<p><b>Indicator 2: Rent reasonableness</b>  <b>Maximum Score: 20</b></p> <ul style="list-style-type: none"> <li>• This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units</li> <li>• Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.</li> </ul>
<p><b>Indicator 3: Determination of adjusted income</b>  <b>Maximum Score: 20</b></p> <ul style="list-style-type: none"> <li>• This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent.</li> <li>• Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.</li> </ul>
<p><b>Indicator 4: Utility allowance schedule</b>  <b>Maximum Score: 5</b></p> <ul style="list-style-type: none"> <li>• This indicator shows whether the PHA maintains an up-to-date utility allowance schedule.</li> <li>• Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.</li> </ul>



**Indicator 5: HQS quality control inspections****Maximum Score: 5**

- This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

**Indicator 6: HQS enforcement****Maximum Score: 10**

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
- Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

**Indicator 7: Expanding housing opportunities****Maximum Points: 5**

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

**Indicator 8: FMR limit and payment standards****Maximum Points: 5 points**

- This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.

**Indicator 9: Annual reexaminations****Maximum Points: 10**

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

**Indicator 10: Correct tenant rent calculations****Maximum Points: 5**

- This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

**Indicator 11: Pre-contract HQS inspections****Maximum Points: 5**

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

**Indicator 12: Annual HQS inspections****Maximum Points: 10**

- This indicator shows whether the PHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

**Indicator 13: Lease-up****Maximum Points: 20 points**

- This indicator shows whether the PHA enters HAP contracts for at least 98 percent of the number of the PHA's baseline voucher units in the ACC for the calendar year ending on or before the PHA's fiscal year, or whether the PHA has expended at least 98 percent of its allocated budget authority for the same calendar year. The PHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized.
- Points are based on utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.

**Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances****Maximum Points: 10**

- Only applies to PHAs with mandatory FSS programs.
- This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
- Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

**Success Rate of Voucher Holders****Maximum Points: 5**

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

**Deconcentration Bonus Indicator****Maximum Points: 5**

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50<sup>th</sup> percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

## **PART VI: RECORD KEEPING**

### **16-VI.A. OVERVIEW**

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

### **16-VI.B. RECORD RETENTION [24 CFR 982.158]**

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The PHA must keep confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under the PHA's Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three years [24 CFR 5.2002(e)(12)].

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

## 16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

### PHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff. All information will be scanned into the software system and originals will be destroyed.

PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

### **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

### **Upfront Income Verification (UIV) Records**

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

### PHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

## **Criminal Records**

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

## **Medical/Disability Records**

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

## **Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see section 16-IX.E.



## **PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL**

### **16-VII.A. OVERVIEW**

The PHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

### **16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e); Notice PIH 2017-13]**

The owner must report the name and address of a child identified as having an elevated blood lead level to the public health department within five business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days. The PHA may collaborate with the owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner's behalf.

#### PHA Policy

Upon notification by the owner, the PHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level within five business days.

Upon notification by the owner, the PHA will notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days.

### **16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]**

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an elevated blood lead level.

If the PHA obtains names and addresses of elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

#### PHA Policy

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the PHA is not providing such a report.





## **PART VIII: DETERMINATION OF INSUFFICIENT FUNDING**

### **16-VIII.A. OVERVIEW**

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. If a PHA denies a family a portability move based on insufficient funding, the PHA is required to notify the local HUD office within 10 business days [24 CFR 982.354]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

### **16-VIII.B. METHODOLOGY**

#### PHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.



## PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

### 16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, “Family Breakup and Remaining Member of Tenant Family”; 3-III.G, “Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking”; 10-I.A, “Allowable Moves”; 10-I.B, “Restrictions on Moves”; 12-II.E, “Terminations Related to Domestic Violence, Dating Violence, or Stalking”; and 12-II.F, “Termination Notice.”

### 16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

### **Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]**

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

#### PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance, as part of the written briefing packet, and at the time the family is admitted to the program. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

#### PHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

## 16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [VAWA final rule].

### PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim’s inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim’s need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days.

### **Conflicting Documentation [24 CFR 5.2007(e)]**

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

#### PHA Policy

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

#### PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.



**Failure to Provide Documentation [24 CFR 5.2007(c)]**

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

**16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]**

All information provided to the PHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

PHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE  
VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380**

**[Insert Name of Housing Provider]**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that the housing choice voucher program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under the housing choice voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under the housing choice voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Removing the Abuser or Perpetrator from the Household**

The PHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the PHA chooses to remove the abuser or perpetrator, the PHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the PHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the PHA must follow federal, state, and local eviction procedures. In order to divide a lease, the PHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, the PHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the PHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The PHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The PHA's emergency transfer plan provides further information on emergency transfers, and the PHA must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

The PHA can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the PHA must be in writing, and the PHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The PHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the PHA as documentation. It is your choice which of the following to submit if the PHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the PHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the PHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the PHA does not have to provide you with the protections contained in this notice.

If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the PHA does not have to provide you with the protections contained in this notice.

## Confidentiality

The PHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The PHA must not allow any individual administering assistance or other services on behalf of the PHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The PHA must not enter your information into any shared database or disclose your information to any other entity or individual. The PHA, however, may disclose the information provided if:

- You give written permission to the PHA to release the information on a time limited basis.
- The PHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the PHA or your landlord to release the information.

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

## Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the PHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the PHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the PHA can demonstrate the above, the PHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

## Other Laws

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

**For Additional Information**

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the PHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

**Attachment:** Certification form HUD-5382 **[form approved for this program to be included]**



**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING AND ALTERNATE DOCUMENTATION,  
FORM HUD-5382**

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.



**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>
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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING  
(HCV VERSION)**

Attachment: Certification form HUD-5382

**[Insert name of covered housing provider]**

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual  
Assault, or Stalking  
Housing Choice Voucher Program**

**Emergency Transfers**

The PHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>3</sup> the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>4</sup> The ability of the PHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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<sup>3</sup>Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>4</sup>Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Emergency Transfers: Housing Choice Voucher (HCV) Program**

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the PHA will assist you to move to a safe unit quickly using your existing voucher assistance. The PHA will make exceptions to program regulations restricting moves as required.

At your request, the PHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by the PHA

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA
- **[Insert other programs the PHA provides, such as LIHTC or HOME]**

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at: <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.



**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383**

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_





## MODEL OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS

**[Insert Name of Housing Provider]**

### NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

#### **Purpose**

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through **[insert name of housing provider]** HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

#### **Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

#### **Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

*Limitations of VAWA protections:*

a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):

- 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- 2) The distribution or possession of property among members of a household in a case.

b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

### **Moves**

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

### **Lease Bifurcation**

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

### **Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse**

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

### **Confidentiality**

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

## Service Providers

[insert name of housing provider] has extensive relationships with local service providers. [insert name of housing provider] staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in [insert name of housing provider] Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

## Definitions

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Dating violence** means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship;
  - (ii) The type of relationship; and
  - (iii) The frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**VAWA** means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

**Attached:**

Legal services and the domestic violence resources for the Metro area  
Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking  
[insert name of housing provider] VAWA Notice of Occupancy Rights

## GLOSSARY

### A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

<b>AAF</b>	Annual adjustment factor (published by HUD in the <i>Federal Register</i> and used to compute annual rent adjustments)
<b>ACC</b>	Annual contributions contract
<b>ADA</b>	Americans with Disabilities Act of 1990
<b>AIDS</b>	Acquired immune deficiency syndrome
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant (Program)
<b>CFR</b>	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
<b>CPI</b>	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
<b>EID</b>	Earned income disallowance
<b>EIV</b>	Enterprise Income Verification
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration (HUD Office of Housing)
<b>FHEO</b>	Fair Housing and Equal Opportunity (HUD Office of)
<b>FICA</b>	Federal Insurance Contributions Act (established Social Security taxes)
<b>FMR</b>	Fair market rent
<b>FR</b>	Federal Register
<b>FSS</b>	Family Self-Sufficiency (Program)
<b>FY</b>	Fiscal year
<b>FYE</b>	Fiscal year end
<b>GAO</b>	Government Accountability Office
<b>GR</b>	Gross rent
<b>HA</b>	Housing authority or housing agency
<b>HAP</b>	Housing assistance payment
<b>HCV</b>	Housing choice voucher
<b>HQS</b>	Housing quality standards
<b>HUD</b>	Department of Housing and Urban Development
<b>HUDCLIPS</b>	HUD Client Information and Policy System



<b>IPA</b>	Independent public accountant
<b>IRA</b>	Individual retirement account
<b>IRS</b>	Internal Revenue Service
<b>JTPA</b>	Job Training Partnership Act
<b>LBP</b>	Lead-based paint
<b>LEP</b>	Limited English proficiency
<b>MSA</b>	Metropolitan statistical area (established by the U.S. Census Bureau)
<b>MTCS</b>	Multi-family Tenant Characteristics System (now the Form HUD-50058 submodule of the PIC system)
<b>MTW</b>	Moving to Work
<b>NOFA</b>	Notice of funding availability
<b>OGC</b>	HUD's Office of General Counsel
<b>OIG</b>	HUD's Office of Inspector General
<b>OMB</b>	Office of Management and Budget
<b>PASS</b>	Plan to Achieve Self-Support
<b>PHA</b>	Public housing agency
<b>PIC</b>	PIH Information Center
<b>PIH</b>	(HUD Office of) Public and Indian Housing
<b>PS</b>	Payment standard
<b>QC</b>	Quality control
<b>REAC</b>	(HUD) Real Estate Assessment Center
<b>RFP</b>	Request for proposals
<b>RFTA</b>	Request for tenancy approval
<b>RIGI</b>	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
<b>SEMAP</b>	Section 8 Management Assessment Program
<b>SRO</b>	Single room occupancy
<b>SSA</b>	Social Security Administration
<b>SSI</b>	Supplemental security income
<b>SWICA</b>	State wage information collection agency

<b>TANF</b>	Temporary assistance for needy families
<b>TPV</b>	Tenant protection vouchers
<b>TR</b>	Tenant rent
<b>TTP</b>	Total tenant payment
<b>UA</b>	Utility allowance
<b>UFAS</b>	Uniform Federal Accessibility Standards
<b>UIV</b>	Upfront income verification
<b>URP</b>	Utility reimbursement payment
<b>VAWA</b>	Violence Against Women Reauthorization Act of 2013

## **B. GLOSSARY OF SUBSIDIZED HOUSING TERMS**

**Absorption.** In portability (under subpart H of this part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**Accessible.** The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

**Adjusted income.** Annual income, less allowable HUD deductions and allowances.

**Administrative fee.** Fee paid by HUD to the PHA for administration of the program. See §982.152.

**Administrative plan.** The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

**Admission.** The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

**Affiliated individual.** With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual

**Amortization payment.** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

**Annual.** Happening once a year.

**Annual contributions contract (ACC).** The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

**Annual income.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**Applicant (applicant family).** A family that has applied for admission to a program but is not yet a participant in the program.

**Area exception rent.** An amount that exceeds the published FMR. See 24 CFR 982.504(b).

**As-paid states.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**Assets.** (See *net family assets*.)

**Auxiliary aids.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

**Biennial.** Happening every two years.

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

***Budget authority.*** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

***Child.*** A member of the family other than the family head or spouse who is under 18 years of age.

***Child care expenses.*** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

***Citizen.*** A citizen or national of the United States.

***Cohead.*** An individual in the household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

***Common space.*** In shared housing, the space available for use by the assisted family and other occupants of the unit.

***Computer match.*** The automated comparison of databases containing records about individuals.

***Confirmatory review.*** An on-site review performed by HUD to verify the management performance of a PHA.

***Consent form.*** Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

***Congregate housing.*** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see 24 CFR 982.606–609.

***Contiguous MSA.*** In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

***Continuously assisted.*** An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

***Contract authority.*** The maximum annual payment by HUD to a PHA for a funding increment.

**Cooperative** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type (see 24 CFR 982.619).

**Covered families.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

**Dependent.** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Dependent child.** In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

**Disability assistance expenses.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family.** A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person.** See *person with disabilities*.

**Disallowance.** Exclusion from annual income.

**Displaced family.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

**Domestic violence.** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim

who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Domicile.** The legal residence of the household head or spouse as determined in accordance with state and local law.

**Drug-related criminal activity.** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

**Economic self-sufficiency program.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

**Elderly family.** A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person.** An individual who is at least 62 years of age.

**Eligible family** A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also *family*.

**Employer identification number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

**Evidence of citizenship or eligible status.** The documents which must be submitted as evidence of citizenship or eligible immigration status. See 24 CFR 5.508(b).

**Extremely low-income family.** A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.

**Facility.** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

**Fair Housing Act.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**Fair market rent (FMR).** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

**Family.** Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family rent to owner.** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program).** The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share.** The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

**Family unit size.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

**Federal agency.** A department of the executive branch of the federal government.

**Foster child care payment.** A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

**Full-time student.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). See 24 CFR 5.603.

**Funding increment.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**Gender identity.** Actual or perceived gender-related characteristics.

**Gross rent.** The sum of the rent to owner plus any utility allowance.

**Group home.** A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). (A special housing type: see 24 CFR 982.610–614.)

**Handicap.** Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

**HAP contract.** The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household.** A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

**Housing assistance payment.** The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing agency (HA).** See *public housing agency*.

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the voucher program.

**HUD.** The U.S. Department of Housing and Urban Development.

**Imputed asset.** An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

**Imputed asset income.** The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.

**Imputed welfare income.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**Income.** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

**Income for eligibility.** Annual income.

**Income information** means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages, and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**Individual with handicaps.** See *person with disabilities*.

**Initial PHA.** In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**Initial payment standard.** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner.** The rent to owner at the beginning of the HAP contract term.



***Institution of higher education.*** An institution of higher education as defined in 20 U.S.C. 1001 and 1002. See Exhibit 3-2 in this Administrative Plan.

***Jurisdiction.*** The area in which the PHA has authority under state and local law to administer the program.

***Landlord.*** Either the owner of the property or his/her representative, or the managing agent or his/her representative, as shall be designated by the owner.

***Lease.*** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

***Live-in aide.*** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

***Living/sleeping room.*** A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least one window and two electrical outlets in proper operating condition. See HCV GB p. 10-6 and 24 CFR 982.401.

***Local preference.*** A preference used by the PHA to select among applicant families.

***Low-income family.*** A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

***Manufactured home.*** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

***Manufactured home space.*** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.

***Medical expenses.*** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

***Minor.*** A member of the family household other than the family head or spouse, who is under 18 years of age.

***Mixed family.*** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Monthly adjusted income.** One twelfth of adjusted income.

**Monthly income.** One twelfth of annual income.

**Mutual housing.** Included in the definition of *cooperative*.

**National.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets.** (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- 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 under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family 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 therefore. 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.

**Noncitizen.** A person who is neither a citizen nor national of the United States.

**Notice of funding availability (NOFA).** For budget authority that HUD distributes by competitive process, the *Federal Register* document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Office of General Counsel (OGC).** The General Counsel of HUD.

**Overcrowded.** A unit that does not meet the following HQS space standards: (1) Provide adequate space and security for the family; and (2) Have at least one bedroom or living/sleeping room for each two persons.

**Owner.** Any person or entity with the legal right to lease or sublease a unit to a participant.

**PHA Plan.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

**PHA's quality control sample.** An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

**Participant (participant family).** A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

**Payment standard.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**Person with disabilities.** *For the purposes of program eligibility.* A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

**Portability.** Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

**Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Previously unemployed.** With regard to the earned income disallowance, a person with disabilities who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Private space.** In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

**Processing entity.** The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the HCV program, the "processing entity" is the "responsible entity."

**Project owner.** The person or entity that owns the housing project containing the assisted dwelling unit.

**Public assistance.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

**Public housing agency (PHA).** Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Qualified family** (under the earned income disallowance). A family participating in an applicable assisted housing program or receiving HCV assistance:

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

**Qualified census tract.** With regard to certain tax credit units, any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent, and where the census tract is designated as a qualified census tract by HUD.

**Reasonable rent.** A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

**Reasonable accommodation.** A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

**Receiving PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**Recertification.** Sometimes called *reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

**Remaining member of the tenant family.** The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

**Rent to owner.** The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Residency preference.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

**Residency preference area.** The specified area where families must reside to qualify for a residency preference.

**Responsible entity.** For the public housing and the Section 8 tenant-based assistance, project-based voucher assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**Secretary.** The Secretary of Housing and Urban Development.

**Section 8.** Section 8 of the United States Housing Act of 1937.

**Section 8 covered programs.** All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

**Section 214.** Section 214 of the Housing and Community Development Act of 1980, as amended.

**Section 214 covered programs.** The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

**Security deposit.** A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

**Set-up charges.** In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

**Sexual assault.** Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

**Sexual orientation.** Homosexuality, heterosexuality or bisexuality.

**Shared housing.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615–982.618.)

**Single person.** A person living alone or intending to live alone.

**Single room occupancy housing (SRO).** A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

**Social security number (SSN).** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Special admission.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**Special housing types.** See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Spouse.** The marriage partner of the head of household.

**Stalking.** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

**State wage information collection agency (SWICA).** The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Subsidy standards.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension.** The term on the family's voucher stops from the date the family submits a request for PHA approval of the tenancy, until the date the PHA notifies the family in writing whether the request has been approved or denied. This practice is also called *tolling*.

**Tax credit rent.** With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

**Tenancy addendum.** For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant rent to owner.** See *family rent to owner*.

**Term of lease.** The amount of time a tenant agrees in writing to live in a dwelling unit.

**Total tenant payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Unit.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

**Utilities.** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

**Utility allowance.** 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, an amount equal to the estimate made or approved by a PHA or HUD 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 requirements of a safe, sanitary, and healthful living environment.

**Utility reimbursement.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

**Utility hook-up charge.** In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Very low-income family.** A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

**Veteran.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violence Against Women Reauthorization Act (VAWA) of 2013.** Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Violent criminal activity.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (housing choice voucher).** A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

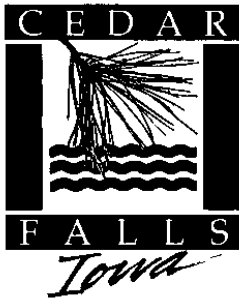
**Voucher holder.** A family holding a voucher with an unexpired term (search time).

**Voucher program.** The housing choice voucher program.

**Waiting list.** A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

**Waiting list admission.** An admission from the PHA waiting list.

**Welfare assistance.** Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (984.103(b)), *welfare assistance* includes only cash maintenance payments from federal or state programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or social security.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
 www.cedarfalls.com

### MEMORANDUM

*Inspection Services Division*

**TO:** Honorable Mayor Robert Green & City Council

**FROM:** Jamie Castle, AIA  
 Building Official

**DATE:** November 29, 2021

**SUBJECT:** Contract with Peters Construction for City Hall Remodel Project

The City's Capital Improvements Program started recognizing a goal to improve City Hall in the FY17-22 CIP. The project went through multiple iterations before we landed on what we believe is the best project and the best use of our resources. The project includes reorganizing the offices to utilize the vacant portion of the lower level, creating a single window to allow for a single stop for citizens to complete their business, enhancing and improving the accessibility of City Hall, creating a lobby outside council chambers for public meetings and council meeting overflow, exchanging light fixtures for efficient LED fixtures, replacing the outdated mechanical system, and replacing well-used carpet and furniture. Even though the scope is large, the designer and city staff have worked diligently to find ways to reuse and reduce to ensure a cost effective project.

Council voted to approve the project as submitted at the October 18, 2021 public hearing. The project was then bid on November 4, 2021. Council approved Peters Construction as the low bidder at the November 15, 2021 council meeting. The next step to move forward with this project is execution of the contract between the City and Peters Construction.

Enclosed are the following documents for approval:

- A101-2017 - AIA Contract between City of Cedar Falls and Peters Construction for the remodel of City Hall for a cost of \$3,851,456.00.
- A101-2017 - AIA additions and deletions document.
- A201-2017 - General Conditions of the contract.
- Insurance documents from Peters Construction





# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Sixteenth day of November in the year Two Thousand Twenty-One  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319.268.5189

and the Contractor:  
(Name, legal status, address and other information)

Peters Construction Corp.  
901 Black Hawk Rd  
Waterloo, IA 50701  
Telephone Number: 319.236.2003

for the following Project:  
(Name, location and detailed description)

Cedar Falls City Hall Remodel  
  
Cedar Falls, Iowa

A full building remodel of City Hall prompted by the need to update the building due to aging materials (carpets and finishes), efficient operations of staff and best use of the space available.

The Architect:  
(Name, legal status, address and other information)

Emergent Architecture  
100 E 2nd St, Ste 204  
Cedar Falls, IA 50613  
Telephone Number: 319.529.3945

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

December 7, 2021 following approval of this Agreement at the December 6, 2021 Cedar Falls City Council Meeting.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Int.

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: December 16, 2022

(Paragraphs Deleted)

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Million, Eight Hundred Fifty-One Thousand, Four Hundred Fifty-Six Dollars and Zero Cents (\$ 3,851,456.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
ALTERNATE #3 - Replace fire alarm panel in lieu of modifying existing.	\$0.00 Change

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NONE		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
GENERAL CONTINGENCY	\$200,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NONE		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NOT APPLICABLE

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NONE

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

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User Notes:

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, and the Architect submits the Application for Payment to the City by the last day of the month, the Owner shall make payment of the amount certified to the Contractor following approval at the regularly scheduled City Council meeting on the 3rd Monday of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner following approval at the next regularly scheduled City Council meeting on the 3rd Monday, two months after the initial deadline.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent ( 5% )

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Init.

All items are subject to retainage.

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Not Applicable

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractors' Request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds, a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the contractor, the Owner will release all retainage funds following the next monthly council meeting or within thirty (30) days, whichever is less, except it may retain the following:

- .1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For the purposes of section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.
- .2 An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner may withhold 200% of the value of the work not satisfactorily completed at the time of final acceptance as well as withhold 200% of the value of any Iowa Code Chapter 573 claims on file 30 days after final acceptance prior to the making of any final payment.

## **§ 5.3 Interest**

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**User Notes:**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate specified by rule pursuant to Iowa Code Section 71A.2.

*(Paragraph Deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

*(Paragraph Deleted)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

\$0.00 plus payment for work completed by Contractor prior to notice of such termination.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Jamie Castle  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319.268.5189  
Email Address: jamie.castle@cedarfalls.com

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Bradley Best  
901 Black Hawk Rd  
Waterloo, IA 50704  
Telephone Number: 319.236.2003  
Email Address: bbest@peters.build

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit A - INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 SECTION NOT USED

(Paragraph Deleted)

§ 8.7 Other provisions:

NONE

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A - INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit -- NOT INCLUDED IN THIS CONTRACT

.5 Drawings

Number	Title	Date
Complete bound set of drawings	CEDAR FALLS CITY HALL REMODEL	2021.10.05

.6 Specifications

Section	Title	Date	Pages
Complete bound book of specifications	CEDAR FALLS CITY HALL REMODEL	2021.10.05	824

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	2021.10.25	16
Addendum #2	2021.11.01	27
Addendum #3	2021.11.03	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits or Documents: NONE

init.

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**  
Robert M. Green, Mayor  
*(Printed name and title)*

  
\_\_\_\_\_  
**CONTRACTOR (Signature)**  
Bradley Best, President  
*(Printed name and title)*



## Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:45:59 CT on 11/23/2021.

### PAGE 1

**AGREEMENT** made as of the Sixteenth day of November in the year Two Thousand Twenty-One

...

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319.268.5189

...

Peters Construction Corp.  
901 Black Hawk Rd  
Waterloo, IA 50701  
Telephone Number: 319.236.2003

...

Cedar Falls City Hall Remodel

Cedar Falls, Iowa

A full building remodel of City Hall prompted by the need to update the building due to aging materials (carpets and finishes), efficient operations of staff and best use of the space available.

...

Emergent Architecture  
100 E 2nd St, Ste 204  
Cedar Falls, IA 50613  
Telephone Number: 319.529.3945

### PAGE 2

[  ] Established as follows:

...

December 7, 2021 following approval of this Agreement at the December 6, 2021 Cedar Falls City Council Meeting.

PAGE 3

[ X ] By the following date: December 16, 2022

...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

...

**Portion of Work**

**Substantial Completion Date**

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ Three Million, Eight Hundred Fifty-One Thousand, Four Hundred Fifty-Six Dollars and Zero Cents (\$ 3,851,456.00 )~~, subject to additions and deductions as provided in the Contract Documents.

...

ALTERNATE #3 - Replace fire alarm panel in lieu of modifying existing.

\$0.00 Change

...

NONE

...

GENERAL CONTINGENCY

\$200,000.00

...

NONE

...

NOT APPLICABLE

...

NONE

PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: 25th day of the

...

month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, and the Architect submits the Application for Payment to the City by the last day of the month, the Owner shall make payment of the amount certified to the Contractor ~~not later than the day of the month, following approval at the regularly scheduled City Council meeting on the 3rd Monday of the following month.~~ If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than ( ) days after the Architect receives the Application for Payment, following approval at the next regularly scheduled City Council meeting on the 3rd Monday, two months after the initial deadline.~~

...

Five Percent ( 5% )

PAGE 5

All items are subject to retainage.

...

Not Applicable

Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractors' Request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds, a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the contractor, the Owner will release all retainage funds following the next monthly council meeting or within thirty (30) days, whichever is less, except it may retain the following:

...

.1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For the purposes of section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.

...

.2 An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

...

The Owner may withhold 200% of the value of the work not satisfactorily completed at the time of final acceptance as well as withhold 200% of the value of any Iowa Code Chapter 573 claims on file 30 days after final acceptance prior to the making of any final payment.

**PAGE 6**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. specified by rule pursuant to Iowa Code Section 74A.2.

...

*(Insert rate of interest agreed upon, if any.)*

...

%

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. A201–2017.~~

...

Litigation in a court of competent jurisdiction

...

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

\$0.00 plus payment for work completed by Contractor prior to notice of such termination.

...

Jamie Castle  
220 Clay Street  
Cedar Falls, IA 50613  
Telephone Number: 319.268.5189  
Email Address: jamie.castle@cedarfalls.com

...

Bradley Best  
901 Black Hawk Rd  
Waterloo, IA 50704  
Telephone Number: 319.236.2003  
Email Address: bbest@peters.build

**PAGE 7**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, Exhibit A - INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS,~~ and elsewhere in the Contract Documents.

...

**§ 8.5.2** The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A,~~ and elsewhere in the Contract Documents.

...

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: **SECTION NOT USED**

...

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

...

NONE

...

**.2** ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds-Exhibit A - INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS~~

...

**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, ~~dated as indicated below:~~

...

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

...

Exhibit -- NOT INCLUDED IN THIS

...

CONTRACT

...

<u>Complete bound set of drawings</u>	<u>CEDAR FALLS CITY HALL REMODEL</u>	<u>2021.10.05</u>	
---------------------------------------	--	-------------------	--

...

<u>Complete bound book of specifications</u>	<u>CEDAR FALLS CITY HALL REMODEL</u>	<u>2021.10.05</u>	<u>824</u>
--	--	-------------------	------------

...

<u>Addendum #1</u>	<u>2021.10.25</u>	<u>16</u>	
<u>Addendum #2</u>	<u>2021.11.01</u>	<u>27</u>	
<u>Addendum #3</u>	<u>2021.11.03</u>	<u>2</u>	

...

.8 Other Exhibits:Exhibits or Documents: NONE

**PAGE 8**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

...

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E204 2017 incorporated into this Agreement.)~~

...

~~The Sustainability Plan:~~

...

Title	Date	Pages
-------	------	-------

...

~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Robert M. Green, Mayor

Bradley Best, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:45:59 CT on 11/23/2021 under Order No. 3123952366 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*





# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Cedar Falls City Hall Remodel

Cedar Falls, Iowa

### THE OWNER:

*(Name, legal status and address)*

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613

### THE ARCHITECT:

*(Name, legal status and address)*

Emergent Architecture  
100 E 2nd St, Ste 204  
Cedar Falls, IA 50613

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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**User Notes:**

15 CLAIMS AND DISPUTES



Init.

/

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE 4 ARCHITECT****§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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## § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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## § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

## § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



## **Additions and Deletions Report for AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:21:43 CT on 11/17/2021.

### **PAGE 1**

Cedar Falls City Hall Remodel

Cedar Falls, Iowa

...

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613

...

Emergent Architecture  
100 E 2nd St, Ste 204  
Cedar Falls, IA 50613

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:21:43 CT on 11/17/2021 under Order No. 3123952366 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



POLICY NUMBER: 60530549

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	ALL LOCATIONS OR AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 50

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the Insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 60530549

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	ALL LOCATIONS OR AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 50

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products -completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on be half of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 71 05 10 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

0101 80530548  
PETERS CONSTRUCTION CORP

UW 17 30 02 11  
10-8031  
BRUMMEL MADSEN INS

**NOTIFICATION ENDORSEMENT  
FOR  
CANCELLATION/NON-RENEWAL or  
MATERIAL CHANGE IN COVERAGE**

THIS ENDORSEMENT SUPPLEMENTS THE TERMS OF THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO  
GENERAL LIABILITY

1. If the Schedule below indicates "Cancellation/Non-Renewal Notification", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a cancellation or non-renewal of the policy to which this form is endorsed. The number of days' notice we will provide is indicated in the Schedule.
2. If the Schedule below indicates "Material Change in Coverage Notification", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a material change in the policy to which this form is endorsed. For purposes of this endorsement a material change is a change:
  - a. that is initiated by us; and
  - b. in which the First Named Insured is provided written notification by us.

The number of days' notice we will provide is indicated in the Schedule.

**SCHEDULE**

Name of Person(s) or Organization(s) and Mailing Address :

CITY OF CEDAR FALLS  
220 CLAY ST  
CEDAR FALLS IA 50613-2726

Cancellation/Non-renewal Notification. Number of Days: 30

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

UW 17 30 02 11 /JY3

POLICY NUMBER: 60530549

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

CITY OF CEDAR FALLS  
220 CLAY ST CEDAR FALLS, IA 50613

PREMIUM 100

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



60530549

COMMERCIAL MULTIPLE LINE  
IL 71 22 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IOWA GOVERNMENTAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 BUSINESSOWNERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM

PREMIUM 250

**SCHEDULE****Name of Organization:**

CITY OF CEDAR FALLS  
 220 CLAY ST  
 CEDAR FALLS, IA 50613

**Additional Insured Section:**

The entity shown in the schedule above, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the entity shown above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**Governmental Immunities Section:**

**1. Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**3. Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.

**4. Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

**5. No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

IL 71 22 07 16

Page 1 of 2

POLICY NUMBER: 60530549

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### SCHEDULE

<b>Name(s) Of Person(s) Or Organization(s):</b>
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS, IA 50613
PREMIUM      50

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically Included - Aggregate Limits of Insurance (per location)
- \* Automatically Included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****

**1. Extended Property Damage**

At 2. **Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Expanded Fire Legal Liability**

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At 2. **Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At 2. **Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added:**

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Voluntary Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion J.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Care, Custody and Control Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

- a. **Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGES COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Ball Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and  
 (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and  
 (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;  
 (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - I. The exceptions contained in Sub-paragraphs d. or f.; or
  - II. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any Insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**6. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**7. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



**8. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are Insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional Insured to your policy.

However, the insurance afforded to such additional Insured:

- (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional Insured.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**9. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**10. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional Insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that Insured are completed.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

"Bodily Injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, Inspection

#### 11. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 11 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### **SECTION III - LIMITS OF INSURANCE**

#### **A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B; and
  - d. Damages under Coverage H.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. Subject to 5, above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

#### **B. The following are added:**

8. Subject to Paragraph 5, of **SECTION III - LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

#### **9. Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 11 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this **Voluntary Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

### **10. Condition (5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

### **11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

### **12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

**SECTION V – DEFINITIONS**

A. At Item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "**bodily injury**" is deleted and replaced with the following:

3. "**bodily injury**" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "**Insured Contract**" c. is deleted and replaced with the following:

- c. Any easement or license agreement;

D. Item 9. "Insured Contract" f.(1) is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d. Transportation and accommodation expense incurred by your employees.
  - e. Rental expense incurred for temporary locations used to store recalled products.
  - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g. Transportation expenses incurred to replace recalled products.
  - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Cedar Falls  
220 Clay St  
Cedar Falls, IA 50613

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Insured:  
Peters Construction Corporation

Effective Policy No. 30304518

Endorsement No.  
Premium

Insurance Company: United Fire and Casualty

Countersigned by \_\_\_\_\_

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

Bond Number: 54-242675

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Peters Construction Corporation  
901 Blackhawk Rd  
Waterloo, Iowa 50701

**SURETY:**

*(Name, legal status and principal place of business)*

United Fire & Casualty Company  
P.O. Box 73909  
Cedar Rapids, Iowa 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*

City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, Iowa 50613

**CONSTRUCTION CONTRACT**

Date: November 16th, 2021

Amount: Three Million Eight Hundred Fifty One Thousand Four Hundred Fifty Six & No/100 (\$3,851,456.00) Dollars

Description: Cedar Falls City Hall Remodel  
*(Name and location)* Cedar Falls, Iowa

**BOND**

Date: November 29th, 2021

*(Not earlier than Construction Contract Date)*

Three Million Eight Hundred Fifty One Thousand Four Hundred Fifty Six & No/100 (\$3,851,456.00) Dollars

Amount:

Modifications to this Bond:  None  See Section 16

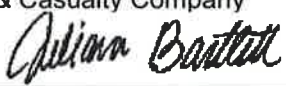
**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Peters Construction Corporation

**SURETY**

Company: *(Corporate Seal)*  
United Fire & Casualty Company

Signature:   
Name and Title: Bradley F. Best - President

Signature:   
Name and Title: Juliana Bartlett, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

AssuredPartners Great Plains LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# AIA Document A312™ – 2010

## Payment Bond

Bond Number: 54-242675

**CONTRACTOR:**

*(Name, legal status and address)*  
Peters Construction Corporation  
901 Blackhawk Rd  
Waterloo, Iowa 50701

**SURETY:**

*(Name, legal status and principal place of business)*  
United Fire & Casualty Company  
P.O. Box 73909  
Cedar Rapids, Iowa 52407-3909

**OWNER:**

*(Name, legal status and address)*  
City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, Iowa 50613

**CONSTRUCTION CONTRACT**

Date: November 16th, 2021

Amount: Three Million Eight Hundred Fifty One Thousand Four Hundred Fifty Six & No/100 (\$3,851,456.00) Dollars

Description: Cedar Falls City Hall Remodel  
*(Name and location)* Cedar Falls, Iowa

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: November 29th, 2021

*(Not earlier than Construction Contract Date)*

Amount: Three Million Eight Hundred Fifty One Thousand Four Hundred Fifty Six & No/100 (\$3,851,456.00) Dollars

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Peters Construction Corporation

Signature: *Bradley F. Best*  
Name and Title: *Bradley F. Best - President*

*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
United Fire & Casualty Company

Signature: *Juliana Bartlett*  
Name and Title: Juliana Bartlett, Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

AssuredPartners Great Plains LLC  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Avenue SE  
 Cedar Rapids Item 16.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, BRANDON HORBACH, COURTNEY GORDON, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of November, 20 21.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), City Planner I  
**DATE:** November 24, 2021  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program:  
 610 W 28<sup>th</sup> Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Rodney and Ricki Dieser recently purchased the property at 610 W 28<sup>th</sup> Street. The owner has applied to be considered for the Rental to Single Family Owner Conversion Incentive Program and has attached supplemental materials as required for review. The property meets the requirements for the program: has been a rental for at least the last three years (since 2004), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

After purchasing the house, Rodney and Ricki Dieser have spent about \$7300 on needed interior repairs and few exterior improvements and also plan to make needed additional exterior repairs and update exterior components of the house including replacing gutters, replace sidings of the house, install soffits, window trims, replace three windows and a door with new ones. All of these improvements are estimated to cost about \$27,545.00 for which quotes from Sides and Bown Construction (\$9,550), Spahn & Rose Lumber Company (\$14,995), and Webber's Gutter service (\$3,079) has been submitted. The quotes are also attached with the packet for reference. The applicant also proposes to replace all the remaining windows of the house, provided the grant is given which will add another \$5,750 expense to the total above, bringing total investments of about \$33,295.00. Applicant has also provided a detailed house inspection report for review (attached with packet) with pictures that suggest that these improvements are needed to enhance the living condition and improve character of the neighborhood.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the

end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department,  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

**LIEN NOTICE AND SPECIAL PROMISSORY NOTE**

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: \_\_\_\_\_

RE: Property located at: 610 W 28<sup>th</sup> Street  
and legally described as TWENTY EIGHTH STREET ADDITION LOT 22

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Rodney and Ricki Dieser (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13<sup>th</sup> and 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and 48<sup>th</sup> month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;
- E. If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and 60<sup>th</sup> month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City;

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

\_\_\_\_\_  
Rodney Dieser  
 OWNER

\_\_\_\_\_  
Ricki Dieser  
 OWNER

STATE OF IOWA                    )  
   ) ss:  
 COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2021, by Rodney and Ricki Dieser

\_\_\_\_\_  
 Notary Public in and for the State of Iowa

Oct. 19, 2021

Department of Community Development  
Planning and Community Services Division  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Item: Rental to single family owner conversion incentive program

Dear Members of Department of Community Development and Members of the Planning and Community Services Division

The purpose of this cover letter is to explain the merits of the application for the rental to single family owner conversion incentive program/forgivable loan.

On August 13, 2021, we purchased a house at 610 West 28<sup>th</sup> street in Cedar Falls from Joe and Melanie Griffith/Griffith Investments with the hope it would qualify for the forgivable loan funding process. Joe and Melanie Griffith purchased this house in 1996 and have rented it since and communicated to us that the rental unit was registered with and in compliance with ordinances of the Cedar Falls (please see their attached letter).

Simply stated, we fell in love with this house, with the beautiful craftsman work inside and the amazing backyard view of the prairie grass gardens. To walk or ride a bike to the University of Northern Iowa (where Rodney has work for over 20 years) was an additional advantage to this house. Although we realize this application may not be granted, it was clearly on our mind as we read about the criteria prior to purchase.

We have broken this cover letter into the following sections: (1) rationale; (2) partnership with the city to invest in this house; (3) our plan on how to use forgivable loan funds (if we qualify); and (4) a little about us.

**Rationale for Application/Forgivable Loan**

We plan to invest a considerable amount of money into this house regardless of whether we qualify for this forgivable loan; however, if awarded the \$10,000 we can invest more into this house and make its outside the beautiful small gem it once was.

Please drive by our house as it will become apparent it is the eyesore house in the neighborhood. That is, it is the only house on our street (between Walnut street and the dead end) that the exterior looks deteriorated and poor.

The exterior is in very poor shape. It needs new siding, new windows, new gutters, new external doors, front and back yard has excessive weeds, and the front side walk and front yard right outside the house (front side) dips downward. The sidewalk (close to house) also needs repair as it is uneven and is a tripping hazard.

Please read the **House Inspection Report** (HIR and located as at attachment), prepared by Brick Kicker on 5/27/21 as it details the condition of the house and shows excellent and precise pictures of the poor condition of the house, including siding, windows, pavement, and gutters. Drawing from this report, below are a sampling of concerns, as they apply to the rental to single family owner conversion incentive program criteria:

- Water damage was noted on areas of the building's exterior, which may allow additional water damage to the underlying surfaces and can encourage wood destroying insect infestation. Repair or replacement of any effected wood composite siding is recommended by a qualified contractor. Failing paint was noted on areas of the Wood Composite siding. (p. 3 of HIR).
- Missing or failed coatings of paint was noted on the exterior trim. Proper refinishing and caulking are recommended to prevent further deterioration of the trim material (p. 4 of HIR)
- See photos on p. 3-4 (of HIR), that show poor condition of siding.
- Open areas were noted in the front stoop areas (p. 5 of HIR).
- The building's concrete walkway(s) were noted to have uneven sections with trip ledges. These would benefit from feathering and/or additional types of repair/replacement for pedestrian safety. The concrete walkway(s) have settled toward the building which could allow storm water to accumulate along the foundation leaving the potential for water infiltration into the structure. Proper correction of settled walkway(s) by a qualified contractor is recommended. (p. 4-5 of HIR). Please see photos on p. 5 of HIR.
- Trees, shrubs and/or vines were overgrown at roof areas and around the exterior of the home. Recommend cutting this back to maintain at least 8 to 12 inches of clear space between the structure and any vegetation to promote proper air circulation and help prevent damage from stains, moisture and insects (p. 6 of HIR).
- Although it is not stated in the report, the front and rear yard has an extensive amount of weeds.
- Rotting was noted at the egress window (p. 6). Please see photo on p. 6 of HIR.
- The seams in the gutters were observed to be leaking at one or more locations. Properly resealing the gutter seams is recommended. The gutters were filled with water and debris at the time of the inspection. Recommend gutters be cleaned and checked for proper seal at all joints. The gutters and/or downspouts were loose or separated at one or more areas. This will contribute to foundation seepage and proper correction is recommended. The gutters appeared to be sagging at one or more areas. This will allow water to collect in the gutters instead of properly draining out and away from the building. Proper correction by a qualified contractor is recommended (p. 9-10 of HIR).
- The overhead garage door(s) has damaged safety cable(s) at one or more of the extension springs. These cables prevent damage or injury from springs that break. Recommend replacement by a qualified garage door contractor. Overhead door spring(s) were broken. Recommend proper repair/replacement by a qualified garage door contractor for safety and ease of operation (p. 11-10 of HIR).

### **A Partnership with the City and Our Investment into this House for the Long-Haul**

We plan on living in this house until Rod retires from work at the University of Northern Iowa, which will occur in about 20 years. That is, we plan on living in this house for a long time and will invest in it.

We have already invested a good amount of money to return this house to the gem it once was, and to upgrade its functionality. Below is what we have already completed, since we purchased the house on August 13, 2012.

- Upgraded the electrical amps to 200, as recommended by city code. Replaced entire circuit box. K & W Electric Inc. completed the work. Cost was \$1552. (Please see p. 27-29 of HIR regard electrical system of house). Receipt is included as an attachment.
- Rewired parts of house (e.g. all cord would fall out of electrical boxes), added lights and light fixtures, installed air vent into bathroom (as it did not have one). Worked completed by Dalton's for a cost of \$3000. (Please see p. 27-29 of HIR regard electrical system of house). Receipt is included as an attachment.
- Replaced front garage door at a cost of \$1016.50, completed by Cedar Valley Garage Doors. Receipt is included as an attachment.
- Fixed downstairs bathroom by fixing shower, installing a new toilet, bracing sink to wall, installing new water shot off valve in basement. Cost \$1500. (Please see p. 20-21 and 24-25 of HIR regarding downstairs bathroom and other plumbing concerns). Because these projects were completed at differing times, we have not included the differing receipts, but we could if needed.
- I aired (plug-holes) front and back lawn (rented from Black Hawk Rental for cost of \$90) and purchased five, four-pound bags of grass seed to over seed to help grass grown (\$120). Used Step 4 of Scotts four-step fertilizer (cost \$25) to start process to kill weeds and help grass grow in front and back yard. Put weed killers on lawn.

### **What We Plan on Using Forgivable Loan On**

Per application criteria, we plan to use any forgivable loan money to help with upgrades of siding, windows, gutters, landscaping, sidewalk paving, and stair stoop area.

If we do not receive the forgivable loan, we still plan on replacing the siding (and tearing off old siding; not covering over) and replacing **only the three front windows**, as that is all we could afford. We have entered a contract with Spahn and Rose Lumber Company (in Reinbeck) and the cost for materials is \$14, 995. 59. Please see attachment of cost. We have entered a contract with Sides and Bown Construction (in Reinbeck) and the cost for installation is \$9550. Please see attachment of cost (the \$15, 300 cost is if we were to replace all windows, which again, we cannot afford to do; see estimate of \$9550). They plan to start their work in the latter part of October.

If we are blessed to receive this forgivable loan, we will use it to complete the exterior of the house (siding), and then use our own money/forgivable loan money to complete the following: remaining windows (so that all windows are replaced) and gutters (estimate from Weber's

Gutters that it would cost \$3000; see attachment). We would also like to replace the front door, landscaping, sidewalk paving, electrical work outside (e.g. front light in front of door and garage) and stair stoop area.

Using the evaluative criteria provided on the application, we have provided answers to the evaluative questions.

***Level of investment – Is the owner leveraging the grant to provide more than a 1:1 match?***

Yes, we will be financially investing more than the 1:1 match to return this house to the gem it once was.

***Scope of the project – Are multiple exterior and property improvement items included in the project?***

Yes, there are multiple exterior and property improvement items and additional improvements made to the interior of the house (e.g. electrical)

***Neighborhood context – Is this a neighborhood with less than 50% rentals where there is potential to maintain a balance of majority owner-occupied residences?***

Yes, in this neighborhood (the street we live on) there is less than 50% rentals where there is potential to maintain a balance of majority owner-occupied residences. Please note that all houses in the immediate neighborhood are owners. However, around that immediate area are more and more houses being turned into rentals for students attending the University of Northern Iowa.

***Distinguishing factors – Are there other circumstances to consider that make the request exceptional and lead to significant positive impacts upon the neighborhood?***

Yes, all neighbors in our immediate area (between Walnut street and the dead end) want to preserve this neighborhood from becoming rentals. In fact, when we purchased the house from Joe and Melanie Griffith/Griffith Investments it was written into the buyers/seller's agreement that we cannot sell this property to any person or entity who could use the dwelling as income producing property (rentals). This specifically aligns to the tenets of the forgivable loan program.

## **A Little About Us**

We moved to Cedar Falls in 2001 because Rodney was offered a job at the University of Northern Iowa as a professor. He currently teaches in two units: Departments of Health, Recreation, and Community Services and Clinical Mental Health Counseling (see <https://coe.uni.edu/hracs/faculty-and-staff/rodney-b-dieser-phd>). Rodney also works 10 hours a week at Covenant Family Solutions as a Licensed Mental Health Counselor (often working on a sliding scale fee or pro-bono) and as a workplace mental health adviser (see <https://covenantfamilysolutions.com/team/rodney-dieser/>). Rodney views his most important role as a husband and father.



Ricki Dieser primary work has been as a homemaker and worked part time in health (e.g. Curves: Women's Health and Fitness) until debilitating migraines caused her to have to stop working (in 2007) and she had to seek treatment at Mayo Clinic. Prior to the COVID 19 Pandemic she volunteered at Worlds Window (fair trade supporting women in developing countries) in downtown Cedar Falls.

Rod and Ricki have raised three sons, two work full time as mechanics for the Metropolitan Transit Authority (MET) and their youngest sons works part time at Copy Works and attends Hawkeye Community College. Rod and Ricki moved into the house at 610 West 28<sup>th</sup> street as they wanted to downsize (with only one son at home), and fell in love with the location of this house, the craftsman's work interior of the house, and the amazing view of the Prairie grass gardens. They want to restore the exterior of this house to be the gem it once was.

Please contact us if you have any questions or need addition supporting documentation.

We appreciate your time and efforts.

Rodney and Ricki Dieser  
610 W. 28<sup>th</sup> St.  
Cedar Falls, IA, 50613  
Tel: (319) 266-7388/

# PROPERTY INSPECTION REPORT

**Cedar Valley's Leader in Quality  
Inspection Services**



Service · Excellence · Quality



**Prepared For: Rodney Dieser**

**Inspection Date: 5/27/2021**

**610 W 28th St  
Cedar Falls, IA 50613**

**319-266-8707**

**brickkickercf@cfu.net**

**brickkicker.com/cedarfalls**

**Inspector: Chris Re**

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**Inspection Information**

**Date/Time of the Inspection....** 5/27/2021 9:00 AM

**Property Address.....** 610 W 28th St, Cedar Falls, IA

**Client(s).....**Rodney Dieser

**Agent / Company.....** FSBO - For Sale By Owner

**Age of the Property.....** 1964

**Weather Conditions.....**55-60° and rain. Ground conditions were wet.

**Other Inspection Information:** The property was occupied by tenants at the time of the inspection. One of the tenants was present throughout the inspection. The buyer and seller stopped by briefly at the beginning of the inspection.

**Name of the Inspector.....** Chris Reade

Thank you for trusting The BrickKicker to perform a property inspection at the above address. It is strongly recommended that you take the time to read the entire report. After you have fully reviewed the report, please feel free to call/email with any questions you may have.

This report is intended only as a guide to help the client make their own evaluation of the overall condition of the property, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. This property inspection is a visual non-invasive examination that focused on the major elements of the property. A property inspection will not reveal every concern that exists or ever could exist, but only the conditions observed on the day of the inspection. The report expresses the personal opinions of the inspector, based on their visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, or moving of furniture/appliances/stored items was performed. All components and conditions which by their nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report. The inspection report should not be construed as a compliance inspection of any government or non-government codes or regulations, and does not determine whether proper building permits have been obtained for work performed at this property prior to this inspection..

## Exterior

Vegetation, grading, surface drainage, and retaining walls are reviewed when any of these items may potentially adversely affect the building. Siding and/or structural defects may be hidden behind dense foliage, vines, snow, stored items, debris or finishes and can not be included with this inspection. Areas that visually appear to be deteriorated may be probed, if accessible. Additional defects may be found when repairs are made to items listed in this report or when remodeling is done on the exterior.

### 1. Prefatory Comments

- Please note that our visually based inspection of the building exterior was limited due to vegetation cover.
- Raining during the inspection--limited visual of all areas and components.

### 2. View of Exterior



### 3. Exterior Wall(s)

- Siding Type: Wood Composite
  - Wood Composite Siding: Hard Board siding, also known as Composition Board siding, is installed as an exterior cladding. This siding material is man-made and can be vulnerable to disfigurement due to moisture absorption at bottom edges and at butt joints. Wavy bulges are also common. Periodic maintenance is needed at all joints and edges to prevent moisture absorption. Follow a good finish paint or stain maintenance schedule to prevent moisture from reaching the edges and ends of the siding.
  - Failing paint was noted on areas of the Wood Composite siding. If not corrected, deterioration of the bare siding could occur. Proper refinishing and caulking is recommended as directed by the siding manufactures specifications.
  - Water damage was noted on areas of the building's exterior, which may allow additional water damage to the underlying surfaces and can encourage wood destroying insect infestation. Repair or replacement of any effected wood composite siding is recommended by a qualified contractor.

## Exterior (continued)



### 4. Trim

- Missing or failed coatings of paint was noted on the exterior trim. Proper refinishing and caulking is recommended to prevent further deterioration of the trim material.

### 5. Soffits/Facia

- All component(s) in this category appeared to be functioning normally at the time of the inspection. The component(s) may show typical signs of age and wear.

### 6. Sidewalk(s)

- The building's concrete walkway(s) were noted to have uneven sections with trip ledges. These would benefit from feathering and/or additional types of repair/replacement for pedestrian safety.
- The concrete walkway(s) have settled toward the building which could allow storm water to accumulate along the foundation leaving the potential for water infiltration into the structure. Proper correction of settled walkway(s) by a qualified contractor is recommended.

## Exterior (continued)



Tripping Hazards

### 7. Stairs/Stoop(s)

- Open areas were noted at the front stoop areas. Proper correction by a qualified masonry contractor is recommended.



### 8. Driveway

- ---Concrete Driveway---



### 9. Exterior Door(s)

- The exterior door(s) were found to have exhibited moderate general wear typical for the age of the home or material used.
- The exterior door(s) would benefit from an adjustment to open and close smoothly and properly.

### 10. Slope/Grading

- Low areas were noted along the building which will collect water and could contribute to foundation seepage. Proper filling and re-grading of these areas to divert water away from the foundation is recommended.

## Exterior (continued)



### 11. Trees / Vegetation

- Trees, shrubs and/or vines were overgrown at roof areas and around the exterior of the home. Recommend cutting these back to maintain at least 8 to 12 inches of clear space between the structure and any vegetation to promote proper air circulation and help prevent damage from stains, moisture and insects.

### 12. Window Well(s)

- Good quality window well cover(s) are recommended to keep well areas dry, free of debris and to provide safety and security for animals and humans.
- Rotting was noted at the egress window. Proper repair or replacement by a qualified contractor is recommended. This window was not operated during the inspection due to its condition.



Rotting at egress window

### 13. Exterior Vent

- The cover for the basement bathroom exterior vent was missing at the time of the inspection. This may allow animals and/or cold air into the vent piping as well as the house. Proper correction or replacement is recommended.



## Exterior (continued)



Missing cover

# Roof

This inspection is made on the basis of what is visible and accessible on the day of the inspection and is not a warranty of the roof system or how long it will be watertight in the future. For an accurate cost on what repair or replacement cost will be, a qualified roofing contractor should be contacted. All roof coverings require periodic maintenance and an annual inspection is recommended. Many leaks occur only under conditions of prolonged rain, and these conditions may not be present at the time of the inspection. Buyers are encouraged to ask the current owner about the presence of any roof leaks.

## 1. Observation Method

- Number of Layers Readily Visible: 1
- Estimated Age (Range in Years): 8-12
- Roof Style: Hip, Valley
- The roof surface was walked on during the inspection. A survey of the roof was made by walking patterns and walking in areas where vulnerabilities typically exist. Not every square foot of roof surface are was stepped on.
- (Raining During Inspection)

## 2. View of Roof



## Roof (continued)

### 3. Surface Material(s)

Asphalt or Fiberglass Shingles

- Possible hail damage was noted on areas of the roof. The shingles have lost some of their mineral granule coating, which may cause premature deterioration. Recommend further review by a qualified roofing contractor.



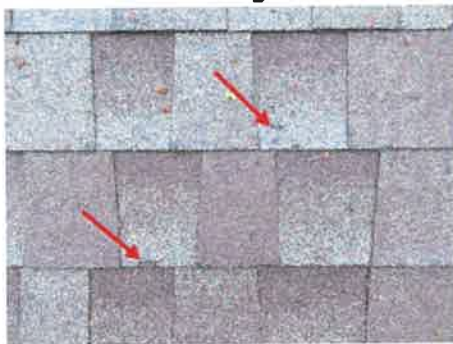
Potential Hail Damage



Potential Hail Damage



Potential Hail Damage



Potential Hail Damage



Potential Hail Damage

### 4. Flashing

- The roof flashing materials were found to be performing and in satisfactory condition at the time of the inspection.

### 5. Gutters & Downspouts

- Gutters and downspouts would benefit with normal cleaning. Clogged gutters overflow next to the foundation and can adversely affect basement & crawl space areas.
- The seams in the gutters were observed to be leaking at one or more locations. Properly resealing the gutter seams is recommended and it the typical method used to maintain moisture tight joints.
- The gutters were filled with water and debris at the time of the inspection. Recommend gutters be cleaned and checked for proper seal at all joints.
- The gutters and/or downspouts were loose or separated at one or more areas. This will contribute to foundation seepage and proper correction is recommended.
- The gutters appeared to be sagging at one or more areas. This will allow water to collect in the gutters instead of properly draining out and away from the building. Proper correction by a qualified contractor is recommended.

## Roof (continued)



Sagging



Separated

### 6. Vents

- The roof ventilation appeared to be adequate at the time of the inspection.

### 7. Chimney(s)

- Brick Chimney(s):

\*\*This inspection is limited to the visible sections of the chimney. The interiors of chimney flues are not fully visible and therefore cannot be thoroughly inspected. The visible sections of the chimney were inspected, and only those visible portions are represented in this report. A chimney specialist can provide a more comprehensive inspection of the flues and any other inaccessible portions. It is always advisable that the chimney be professionally cleaned and inspected before use.

- Proper chimney caps were noted to missing in areas on top of the chimney. Chimney caps help to prevent moisture from getting into the body (chase) of the chimney and causing damage. Further evaluation by a qualified contractor is recommended along with installing proper chimney caps in all areas.



## Garage

Garage inspections are often limited by the occupants stored items and vehicles. Be sure to review this area after the current occupant has removed stored items and before final possession for any potential issues. This is not a technically exhaustive inspection, and minor defects may exist that are not reflected in this report. We cannot detect latent or hidden conditions, and therefore cannot be responsible for items hidden under finishes, within wall cavities, covered by personal belongings, etc..

### 1. Type

- Attached

### 2. Garage Exterior

Same as House

### 3. Roof Surface

Same as House

### 4. Garage Interior

- Staining was observed in one or more areas of the garage interior: The staining was DRY when tested with a moisture meter. Recommend monitoring of the staining and/or checking with the current owner. It is also recommended to determine and correct the source of the staining if still active.

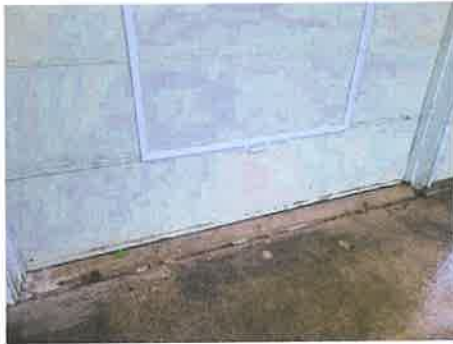


### 5. Automotive Door(s)

Wood

- The paint or finish was failing in one or more areas. Proper refinishing is recommended to extend the life of this item.
- The overhead garage door(s) has damaged safety cable(s) at one or more of the extension springs. These cables prevent damage or injury from springs that break. Recommend replacement by a qualified garage door contractor.
- Overhead door spring(s) were broken. Recommend proper repair/replacement by a qualified garage door contractor for safety and ease of operation.

## Garage (continued)



Damaged spring/cable



Missing spring/cable

### 6. Automatic Door Opener(s)

- The chain on the door opener was noted to have more slack or sag than the manufacturer recommends. Adjustment to the chain tension is encouraged.

### 7. Service Door(s)

- The garage service door that enters into the living space was noted to be an older style fire door. This was considered sufficient fire protection at the time that it was installed, but it is recommended that a newer style fire door be installed that complies with current standards.

### 8. Garage Attic



# Attic

Attic inspections are often limited by insulation buildup, stored items, inaccessible areas, blocked hatch openings, etc. No insulation or stored items are moved during inspections, and hidden conditions may exist. All accessible areas of the structure, insulation and ventilation will be reported on.

## 1. View of Attic



## 2. Access / Visibility

- Garage : Entered
- The majority of the attic space(s) was observed.



## 3. Water Penetration

- Stains from prior leaks present; it is suggested to check with the current owner.

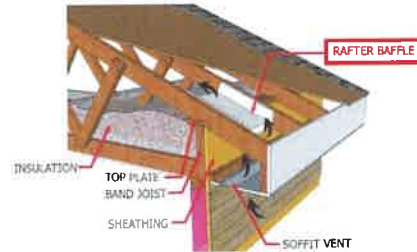


## 4. Ventilation

- Recommend eave baffles be installed to create a space that will allow proper air flow from the soffit vents into the attic. The eaves either are or could be blocked by insulation which would cut off the air circulation to the attic space.

# Attic (continued)

ATTIC EAVE



## 5. Insulation

- Thickness in Inches: 10-12
- Material: Fiberglass
- The conditions in the attic provide indication that the insulation is satisfactory and functioning as intended.

## 6. Roof Framing

- Joists & Rafters
- One or more of the structural framing members were observed to be cracked. Further evaluation and repair by a qualified framing contractor is recommended along with making any necessary repairs.
- One or more areas of the roof/ceiling joist framing were noted to be improperly cut or modified. This may be a structural risk. Recommend further evaluation and correction by a qualified framing contractor along with making any necessary repairs.



Cut Rafter--South



Split Rafter--NE space

## 7. Roof Sheathing

- Plywood
- Oriented Strand Board (OSB)
- The visible conditions of the roof sheathing appeared to be satisfactory and functioning as intended.



## Rooms

Furniture and other personal possessions and/or stored items may prevent a complete examination of wall and/or floor surfaces. Normal shrinkage, settlement and seasonal changes in wood framing may cause minor cracking in walls and ceilings. Most wall and ceiling cracking is typical and not usually caused by structural movement, but should be monitored.

### 1. Location

- This section refers to all interior rooms throughout the building. Specific rooms may be referred to within the comments or captions.

### 2. Ceiling(s)

- Cracks were observed that are common to drywall and plaster ceilings. These are usually cosmetic and may be repaired as desired however, monitoring of all cracking for possible movement is recommended. Some cracks will reoccur as a result of normal expansion and contraction from changing indoor humidity levels and seasonal changes.
- A dark material that could be mold was noted on areas of the ceiling(s). This is an indication of excess moisture, either from leaks or condensation/humidity. Proper removal of the dark material is recommended and the actual presence of mold can only be determined by proper testing, which is not a part of this inspection.



Bathroom



Bathroom

### 3. Wall(s)

- Cracks were observed that are common to drywall and plaster walls. These are usually cosmetic and may be repaired as desired however, monitoring of all cracking for possible movement is recommended. Some cracks will re-occur as a result of normal expansion and contraction from changing indoor humidity levels and seasonal changes.

### 4. Window(s)

Window Type(s): Casement, Awning

- Multiple windows were stuck closed. They are likely painted shut, but may also have hardware malfunction. Recommend all windows operate smoothly for proper ventilation and for personal safety.
- Some of the windows had failing paint or stain. If not corrected, deterioration of the bare substrate could occur. Proper refinishing is recommended at affected windows.
- Some of the windows were bolted shut at the time of the inspection and could not be operated.
- The roll-down screens were not operated during the inspection.

## Rooms (continued)



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### 5. Door(s)

- The interior doors were found to have typical wear for the age of the home or material used. This does not include any cosmetic issues, which fall beyond the scope of this inspection

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### 6. Floor(s)

- The interior floors were found to have typical wear for the age of the home or material used. This does not include any cosmetic issues, which fall beyond the scope of this inspection.

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### 7. Stairs

- The stairs did not have proper handrails/guardrails. This is potentially hazardous and proper installation of handrails/guardrails at all stairs is recommended for safety.



Missing guardrail

## Rooms (continued)

### 8. Heat Source(s) Present

- A heat source was found in each habitable room throughout the home. By design some closets or interior rooms(not located on exterior walls) may not have heat sources.

### 9. Fireplace Comments

Masonry

The predominant material used for the flue and construction of the fireplace is masonry.

- Build-up of soot or creosote was observed in the flue and/or fireplace. Creosote is a fire hazard. Cleaning and inspection by a qualified chimney sweep is recommended before use and on an annual basis. Flue or firebox defects may be hidden by soot and creosote.



1st Floor



1st Floor



1st Floor



Basement



Basement



Basement

## Bathroom #1

Periodic cleaning (removal of built-up dust/dirt) of bathroom ventilation (exhaust) fans is recommended to maintain proper operation. Periodic review of caulking and grouting is strongly recommended to prevent moisture damage to the underlying surfaces. Some issues may be undetectable during the inspection due to wall/floor finishes. Repairs should always be made with the proper materials. Water leaks may not appear during the inspection if the property is vacant due to lack of normal usage, but may appear after repeated usage.

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### 1. Location

1st Floor • Hall



### 2. Bathtub (Includes Wall/Tile)

- Proper caulking maintenance around the tub area is recommended to help prevent moisture damage to the underlying surfaces.



### 3. Tub Drain

- The mechanical drain stopper was not functional or out of adjustment, correction is recommended.

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### 4. Tub Faucet

- Areas of the faucet and/or faucet trim were noted to be loose. Proper repair and caulking in this areas is recommended.

## Bathroom #1 (continued)



## Bathroom #2

Periodic cleaning (removal of built-up dust/dirt) of bathroom ventilation (exhaust) fans is recommended to maintain proper operation. Periodic review of caulking and grouting is strongly recommended to prevent moisture damage to the underlying surfaces. Some issues may be undetectable during the inspection due to wall/floor finishes. Repairs should always be made with the proper materials. Water leaks may not appear during the inspection if the property is vacant due to lack of normal usage, but may appear after repeated usage.

### 1. Location

Basement • East Wall



### 2. Shower (Includes Wall/Tile)

- The shower surround was loose or damaged in multiple areas. Proper repair or replacement is recommended to avoid moisture to the underlying wall surfaces.



### 3. Shower Head

- The shower head was missing at the time of the inspection and no plumbing was tested at this unit.



## Bathroom #2 (continued)

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### 4. Sink/Vanity

- The sink was loose and only being held up by the plumbing. Recommend properly attaching these tightly to the wall for safety and to prevent leaks from developing. No testing of this unit took place due to its condition.



## Kitchen

This is a visual inspection of the kitchen area. Water stains or damage may be hidden by stored items, behind cabinets/appliances, under floor coverings, or within wall cavities, and may not be reported on. If the property was vacant at the time of the inspection, leaks may not appear due to lack of normal usage.

**\*\*NOTE:** It is strongly recommended that proper operation of all appliances is verified during the final walk-through before closing.

**\*\*NOTE:** It is strongly recommended that all appliances are reviewed for manufacturers safety requirements (anti-tip devices, clearances, etc.).

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### 1. View of Kitchen



### 2. Ventilation

- Stove Top: System appears to vent to the exterior.
  - The ventilation light did not operate which may indicate a burned out light bulb or may be due to other reasons. Recommend checking with the current owner and/or further evaluation by a qualified appliance technician.
- 

### 3. Cabinet(s)

- Water damage was observed at bottom of the sink cabinet. Recommend checking with the current owner as to when the water damage occurred. Also suggest repairing the damage or replacing the cabinet if severe enough to make the cabinet unusable.



### 4. All Appliances

- **\*\*View of the kitchen appliances\*\***  
-We provide a cursory review of selected appliances for "on-off" function only and strictly as a courtesy to our clients. This may also only be considered an inventory of appliances present during the inspection. Temperatures, thermostats, features, functions and cycles ARE NOT verified. We strongly recommend that the client(s) verify proper operation of all appliances during the final walk-through before the closing.



## Kitchen (continued)



# Plumbing

Supply and drainage piping is observed in exposed areas only. The condition of piping within finished cavities and underground cannot be determined as a part of this inspection. We strongly recommend asking the current owners about the condition of the of the underground drainage system, and if there is any history of sewage backup. Having the underground drain lines scoped with a camera is encouraged to determine the condition of the underground systems. Wells and septic systems are specifically excluded from this inspection - separate, specialized testing and inspection of these systems is recommended (and may be required by law). All plumbing work should be performed by licensed plumbers.

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## 1. Water Supply

- Main Shut-off Location: Basement, North Wall
- Water Source: Public Utilities



Main Water Shutoff

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## 2. Water Piping

- Water Piping Material(s): Copper
- 

## 3. Drain & Venting

- Drain Piping Material(s): Cast Iron, Copper
  - One or more areas of the drain piping were older cast iron. Suggest monitoring for corrosion and impending leaks when considering future replacement.
- 

## 4. Fuel Supply Piping and Storage

- Type: Natural Gas
- Main Shut-off Location: Exterior



Main Gas Shutoff

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## 5. Flood Control Sump Pump

- Typical for the age of this building, there did not appear to be any formal flood protection devices installed.

## Plumbing (continued)

### 6. Laundry Sink

- The drain plumbing for this unit it was disconnected at the time of the inspection therefore no plumbing was tested at this unit.



Disconnected drain line

### 7. Water Treatment

- NOTE: Water treatment equipment testing is not a part of this standard property inspection.
- This unit was unplugged at the time of the inspection.



# Water Heater

Regularly checking the water heater temperature is important for safety. The recommended temperature setting to prevent scalding is 120°. Recommended reading and following all maintenance recommendations for this specific unit that are provided by the manufacturer. Regular monitoring of the water heaters overall function and condition is also recommended.

## 1. Water Heater Comments

- Size: 40 gal.
- Type: Gas
- Est. Age: 12-15 Years
- The statistical average life expectancy of a water heater is 10-12 years: This equipment was near the end of or beyond its normal life expectancy. Budgeting for its eventual replacement is recommended.
- The water heater was noted to be "orphaned", which is when the furnace has been removed from the flue system, therefore leaving the flue pipe too big for the water heater. This condition may result in inadequate drafting for the water heater, and further review by a qualified plumber is recommended.
- SAFETY NOTE: Be sure to check the water heater temperature setting at final walk-through. Turn down to the temperature recommended on the water heater label.
- The unit was noted to have signs (melted plastic) of back-drafting from the draft hood. Back-drafting causes combustion products and possible carbon monoxide to enter the house and is potentially hazardous. Further evaluation by a qualified plumbing contractor is recommended, along with making any necessary corrections.



Melted Plastic

2007

# Electrical System

Only qualified electricians should perform all electrical repairs or modifications. The condition of wiring is typically only observed in the electrical panel(s) and/or junction boxes; outlet and switch covers are not removed. Lights that do not appear to function are often the result of burned out bulbs. AFCI (Arc Fault Circuit Interrupter) devices are only tested in vacant houses. Smoke detectors are visually checked but not tested in accordance with industry standards. Low voltage systems (door bells, telephones, etc.) are not included in this inspection.

**\*\*\*SMOKE AND CARBON MONOXIDE DETECTORS SHOULD BE PERIODICALLY CHECKED FOR FUNCTION.**

## 1. Main Service

- Overhead
- Amperage: 100
- Voltage: 120/240V
- Wiring Types: Copper
- The electrical service mast was noted to be loose, bent or otherwise damaged (this is the pipe that brings the main electric service cable from the electric utility to the meter). This is potentially hazardous. Further review and proper correction by a qualified electrician is recommended.



Movement at service mast

## 2. Branch Circuit Wiring

- Conductor Material(s): Copper
- Wiring Type(s): Non-Metallic Sheathing (Romex)
- Wiring that appeared to be abandoned was noted at one or more locations. Verification and removal by a qualified electrician is recommended. Attic



Attic--abandoned wiring

## Electrical System (continued)

### 3. Light Fixtures

- Multiple electrical/lighting fixtures did not operate at the time of the inspection using normal controls. This often indicates that light bulbs may be burned out. Recommend checking with the current owner and verifying operation before the closing.

### 4. Ground Fault Circuit Interrupters

- SAFETY TEST NOTE: Remember to push the "Test & Reset" buttons on all GFCI type outlets monthly as written upon the face of the outlets. When an outlet fails the test, (does not turn off), replacement by a qualified electrician is recommended to restore the protection.
- Ground Fault Circuit Interrupter(GFCI) devices were not present at all recommended locations. GFCI devices reduce electrocution hazards at wet areas: kitchen counters, bathrooms, basements, garages, and all exterior locations. Installation of GFCI devices at all unprotected locations by a qualified electrician is recommended. Garage, Exterior, ,

### 5. Arc-Fault Circuit Interrupters

- An arc fault circuit interrupter (AFCI) is a circuit breaker that breaks the circuit when it detects a dangerous electric arc in the circuit that it protects. The current recommendations/requirements for AFCI installation locations have expanded to many of the interior rooms depending on the local jurisdiction. AFCI recommendations/requirements may have been nonexistent or different when this property was constructed. Consultation with a qualified electrician should be considered to understand current AFCI safety standards.

### 6. Smoke Detectors

- Test Smoke & Carbon Monoxide Detectors regularly or at least once a month to verify operation for personal safety.

### 7. Switches

- One or more switches were older and did not appear to work well, most likely due to normal wear. Replacement of the affected switches by a qualified electrician is recommended.



Basement--switch bad

# Electrical Panel

The main service panel is the control center for all the electricity in the property. Power from the utility company feeds the panel and is distributed throughout the property through individual circuits. Modern panels utilize circuit breakers to regulate each circuit, however some fuse panels are still in use (if a fuse panel is present it should be fully evaluated by a qualified electrician). If a breaker trips, it is an indication that the circuit is overloaded or there is a problem with the circuit. Chronic tripping of breakers should be fully evaluated by a qualified electrician. All panel circuits should be labeled correctly for safety and convenience. The front cover of the panel should always be securely in place for safety.

--Typically one panel feeds the entire property with electricity, however other panel(s) (sub panel) may be present to feed certain areas of the property.

## 1. Main Service Panel

- Location: Garage
- Overcurrent Protection Devices: Breakers
- The electrical panel cover was missing one or more of the attachment screws. If multiple screws are missing, this is a potentially hazardous situation. Recommend replacing all missing screws with properly fitting blunt end (not pointed) screws.
- One or more of the circuit labels were missing. Recommend all circuits be correctly labeled to identify the function of each electrical circuit for both convenience and safety.
- Double(or multiple) tapped circuit breakers were observed. Most equipment is not designed to hold more than one wire and this can result in loose wire connections, arcing and overheating. Proper correction by a qualified electrician is recommended.
- One or more double or triple taps were observed at the neutral bus. While two ground wires may share a single screw (in a Romex system), each neutral wire should be under its own, separate screw (whether conduit or Romex). This can result in loose wire connections that may cause arcing and overheating. Further review and correction by a qualified electrician is recommended.



Multiple Wires at Breaker



Multiple Wires at Breaker



Doubled Neutrals

# Heating Unit

A conclusive evaluation of a heating/cooling unit often requires dismantling of the unit, which is beyond the scope of this inspection. For a more thorough investigation of the heating/cooling unit, please contact a licensed HVAC service technician.

\*\*\*Annual cleaning and maintenance of this heating/cooling unit by a qualified HVAC technician is highly recommended.\*\*\*

## 1. Heating Conditions

- The heating unit is located in the Basement.
- This unit is a Forced air system serviced with Natural Gas
  - Brand: Amana, Goodman
  - BTU's: 50,000 - 75,000
  - Age: 2-4
- While the unit operated during the home inspection, this does not provide any predictability or future reliability. It is important to maintain and monitor the unit, as well as verify the operation prior to closing or during the final walk-through.
- The heating equipment does not appear to have had recent maintenance. Proper cleaning and further evaluation by a qualified heating contractor is recommended.
- Dry water stains (white or orange) were noted on top of the unit and/or within the blower compartment. This indicates past or current condensate leaks from the air conditioning and/or the furnace flue. Recommend checking with the current owner and further evaluation by a qualified heating contractor.



Dry Staining in Furnace



2018



## Heating Unit (continued)

### 2. Duct Conditions

- Ductwork appeared to be traveling under the garage floor. It was unclear where the duct goes to but it is likely for the back SW room. Recommend asking the current owners about any known condition or location of this ductwork. Further review by a qualified HVAC contractor should also be considered.



Ductwork under garage floor??

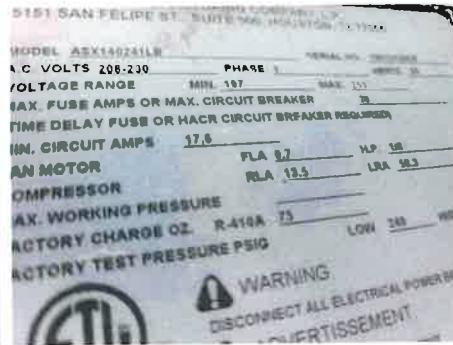
# Cooling Unit

A conclusive evaluation of a heating/cooling unit often requires dismantling of the unit, which is beyond the scope of this inspection. For a more thorough investigation of the heating/cooling unit, please contact a licensed HVAC service technician.

\*\*\*Annual cleaning and maintenance of this heating/cooling unit by a qualified HVAC technician is highly recommended.\*\*\*

## 1. Cooling Conditions

- The cooling unit is located on the exterior --, Front, North
- This unit is a forced air cooling system serviced with Electric
  - Brand: Goodman
  - Size: 2 ton
  - Age: 2-4
- While the unit operated during the home inspection, this does not provide any predictability or future reliability. It is important to maintain and monitor the unit, as well as verify the operation prior to closing or during the final walk-through.
- The temperature across the system between a supply and return should be between 14 and 22 degrees. Today the unit was tested to be 18 degrees which is within the normal operating range
- The air conditioning equipment does not appear to have had recent maintenance. Proper cleaning and further evaluation by a qualified heating contractor is recommended.



2018



Dirty Coil Fins

## Foundation

Only the readily visible portions of the foundation and structure were observed. Foundation surfaces that are hidden behind finishes cannot be observed by the inspector. Defects may be present at hidden foundation areas that could allow water infiltration or may have been caused by structural movement. Some foundation cracking is typical of settlement and/or shrinkage and does not usually indicate a structural deficiency. Structural adequacy of any structural systems/components is beyond the scope of this inspection. A qualified engineer/architect should be contacted if a report of the structural adequacy is desired.

### 1. Type

- Basement: Partially Finished

### 2. Foundation Moisture Indications

- Water Stains (See Comments Below)

### 3. Floors

- Basement: Concrete
- Cracks were observed that are common to this type of construction, usually due to shrinkage. Shrinkage is a natural part of the concrete curing process and surface cracking is very common. These are usually cosmetic and may be repaired as desired, however, monitoring of all cracking for possible seepage or further movement is recommended.
- Staining (apparently from moisture) was observed on areas of the floor: The staining was DRY when tested with a moisture meter. Recommend monitoring of the staining and/or checking with the current owner. It is also recommend to determine and correct the source of the staining if still active.



### 4. Columns

- Steel Columns
- Not Fully Visible: Hidden by Finishes

## Foundation (continued)

### 5. Beams

- Steel Beam(s)
- Not Fully Visible: Hidden by Finishes

### 6. Floor Joists

- Solid Wood Joists
- Not Fully Visible: Hidden by Finishes

### 7. Sub-Flooring

- Plywood
- Not Fully Visible: Hidden by Finishes

### 8. Foundation Walls

- Concrete Block
- Cracks were observed that are common to this type of construction. These are usually cosmetic and may be repaired as desired, however monitoring of all cracking for possible seepage or movement is recommended.
- Staining (apparently from moisture), was observed on areas of the foundation walls which was DRY when tested with a moisture meter. Recommend monitoring of the staining and/or checking with the current owner for further information. Also recommend determination and correction of the source of the staining if still active.
- A dark material that could be mold was noted on areas of the foundation wall(s). This is an indication of excess moisture, either from leaks or condensation/humidity. Proper removal of the dark material is recommended however, the actual presence of mold can only be determined by proper testing, which is not a part of this inspection.



South Wall



South Wall



South Wall

## Foundation (continued)



NE Corner



SE Corner



East Wall



East Wall

### 9. Foundation Ventilation

- Windows
- The foundation window(s) were not tested during the inspection, either due to inaccessibility or age (older windows that are seldom used are often difficult to get closed and secured if opened).

### 10. Floor Drains

- A combination drain was present in this property (foundation tile drains into sanitary sewer). This type of drain is typical for the age of the house, but some areas are attempting to eliminate these type of drains in order to reduce capacity of the water treatment plants. Recommend obtaining further information from a qualified plumber and/or local building authorities.



## General Information

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### 1. Asbestos

- Due to age of the property, some of the materials used during construction may contain environmentally harmful substances such as asbestos. Large-scale mining of asbestos began at the end of the 19th century, when manufacturers and builders began using asbestos for its desirable physical properties. Some of those properties are sound absorption, tensile strength, affordability, and resistance to fire, heat, and electricity. These properties made asbestos very widely used in building materials. Asbestos use continued to grow through most of the 20th century until public knowledge of the health hazards of asbestos dust outlawed asbestos in mainstream construction and fireproofing in many areas. Prolonged inhalation of asbestos fibers can cause serious illnesses. By the 1980s and 1990s, asbestos use was heavily restricted, phased out, or banned. The composition of the construction materials can only be verified by further testing.

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### 2. Carbon Monoxide

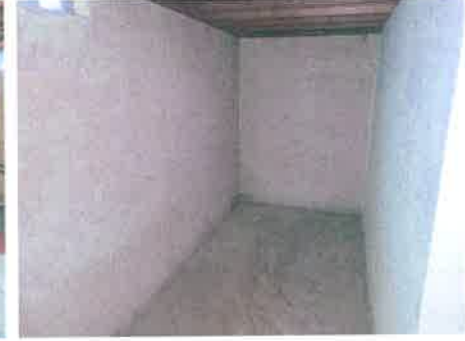
- The presence of any combustion device within the dwelling justifies the installation of carbon monoxide detecting devices. It is advised to evaluate the presence of recommended carbon monoxide detectors once you take possession. Follow the manufacturer guidelines as to where to install the unit(s). The local fire department and/or local building authority should also be a point of reference for what current standards are.

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### 3. Lead-Based Paint

- The property may have lead-based paint. According to the EPA, it is estimated that lead-based paint was applied to approximately two-thirds of the properties built in the U.S. before 1940; one-third of the properties built from 1940 to 1960; and to an indeterminate (but smaller) portion of U.S. properties built since 1960. Lead can enter the air within a property when surfaces covered with lead-based paint are scraped, sanded or heated with an open flame in paint stripping procedures. Once released into the building atmosphere, lead particles circulate into the air and can be inhaled or ingested through the mouth and nose. Lead particles in the form of fine dust or vapors settle into carpet fibers or fabric and can be recirculated into the air by normal cleaning (such as sweeping or dusting) and through normal hand-to-mouth behavior of young children, which can result in the ingestion of potentially harmful lead. The only way to determine if paint in a property contains lead is to test for it. Testing should always be done by a certified lead inspector or risk assessor. This property inspection does not include a definitive determination as to its presence, absence, or hazard.

Photos







## Report Summary

5/27/2021

Dear Rodney Dieser

Re: 610 W 28th St Cedar Falls, IA

Thank you for the opportunity to perform a property inspection at the above address. For your convenience, we have created a brief summary of our findings extracted from the complete inspection report provided to you. Please note that the findings identified in the summary reflect our opinion only, and should not be taken out of the context of the entire report.

**\*\*Important Note: It is strongly recommended that you take the time to read the entire report, as there may be items or issues of concern to you that are not listed in the summary.** If you have any questions or need further clarification, you should contact our office immediately. Additionally, the full report contains many maintenance and safety tips that will be beneficial. The inspection was conducted in accordance with the terms in the pre-inspection agreement, a copy of which has been provided to you. The list below is in no particular order and does imply that any one thing is more important than the other

<b>Exterior</b>		
Page 3 Item: 3	Exterior Wall(s)	<ul style="list-style-type: none"> <li>Water damage was noted on areas of the building's exterior, which may allow additional water damage to the underlying surfaces and can encourage wood destroying insect infestation. Repair or replacement of any effected wood composite siding is recommended by a qualified contractor.</li> </ul>
Page 4 Item: 6	Sidewalk(s)	<ul style="list-style-type: none"> <li>The building's concrete walkway(s) were noted to have uneven sections with trip ledges. These would benefit from feathering and/or additional types of repair/replacement for pedestrian safety.</li> <li>The concrete walkway(s) have settled toward the building which could allow storm water to accumulate along the foundation leaving the potential for water infiltration into the structure. Proper correction of settled walkway(s) by a qualified contractor is recommended.</li> </ul>
Page 5 Item: 7	Stairs/Stoop(s)	<ul style="list-style-type: none"> <li>Open areas were noted at the front stoop areas. Proper correction by a qualified masonry contractor is recommended.</li> </ul>
Page 6 Item: 12	Window Well(s)	<ul style="list-style-type: none"> <li>Rotting was noted at the egress window. Proper repair or replacement by a qualified contractor is recommended. This window was not operated during the inspection due to its condition.</li> </ul>
<b>Roof</b>		
Page 9 Item: 3	Surface Material(s)	<ul style="list-style-type: none"> <li>Possible hail damage was noted on areas of the roof. The shingles have lost some of their mineral granule coating, which may cause premature deterioration. Recommend further review by a qualified roofing contractor.</li> </ul>

Page 9 Item: 5	Gutters & Downspouts	<ul style="list-style-type: none"> <li>• The gutters and/or downspouts were loose or separated at one or more areas. This will contribute to foundation seepage and proper correction is recommended.</li> <li>• The gutters appeared to be sagging at one or more areas. This will allow water to collect in the gutters instead of properly draining out and away from the building. Proper correction by a qualified contractor is recommended.</li> </ul>
Page 10 Item: 7	Chimney(s)	<ul style="list-style-type: none"> <li>• Proper chimney caps were noted to missing in areas on top of the chimney. Chimney caps help to prevent moisture from getting into the body (chase) of the chimney and causing damage. Further evaluation by a qualified contractor is recommended along with installing proper chimney caps in all areas.</li> </ul>
<b>Garage</b>		
Page 11 Item: 5	Automotive Door(s)	<ul style="list-style-type: none"> <li>• The overhead garage door(s) has damaged safety cable(s) at one or more of the extension springs. These cables prevent damage or injury from springs that break. Recommend replacement by a qualified garage door contractor.</li> <li>• Overhead door spring(s) were broken. Recommend proper repair/replacement by a qualified garage door contractor for safety and ease of operation.</li> </ul>
<b>Attic</b>		
Page 14 Item: 6	Roof Framing	<ul style="list-style-type: none"> <li>• One or more of the structural framing members were observed to be cracked. Further evaluation and repair by a qualified framing contractor is recommended along with making any necessary repairs.</li> <li>• One or more areas of the roof/ceiling joist framing were noted to be improperly cut or modified. This may be a structural risk. Recommend further evaluation and correction by a qualified framing contractor along with making any necessary repairs.</li> </ul>
<b>Rooms</b>		
Page 16 Item: 7	Stairs	<ul style="list-style-type: none"> <li>• The stairs did not have proper handrails/guardrails. This is potentially hazardous and proper installation of handrails/guardrails at all stairs is recommended for safety.</li> </ul>
Page 17 Item: 9	Fireplace Comments	<ul style="list-style-type: none"> <li>• Build-up of soot or creosote was observed in the flue and/or fireplace. Creosote is a fire hazard. Cleaning and inspection by a qualified chimney sweep is recommended before use and on an annual basis. Flue or firebox defects may be hidden by soot and creosote.</li> </ul>
<b>Bathroom #1</b>		
Page 18 Item: 3	Tub Drain	<ul style="list-style-type: none"> <li>• The mechanical drain stopper was not functional or out of adjustment, correction is recommended.</li> </ul>

## Bathroom #2

Page 20 Item: 2	Shower (Includes Wall/Tile)	<ul style="list-style-type: none"> <li>The shower surround was loose or damaged in multiple areas. Proper repair or replacement is recommended to avoid moisture to the underlying wall surfaces.</li> </ul>
Page 21 Item: 4	Sink/Vanity	<ul style="list-style-type: none"> <li>The sink was loose and only being held up by the plumbing. Recommend properly attaching these tightly to the wall for safety and to prevent leaks from developing. No testing of this unit took place due to its condition.</li> </ul>

## Water Heater

Page 26 Item: 1	Water Heater Comments	<ul style="list-style-type: none"> <li>The unit was noted to have signs(melted plastic) of back-drafting from the draft hood. Back-drafting causes combustion products and possible carbon monoxide to enter the house and is potentially hazardous. Further evaluation by a qualified plumbing contractor is recommended, along with making any necessary corrections.</li> </ul>
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## Electrical System

Page 27 Item: 1	Main Service	<ul style="list-style-type: none"> <li>The electrical service mast was noted to be loose, bent or otherwise damaged (this is the pipe that brings the main electric service cable from the electric utility to the meter). This is potentially hazardous. Further review and proper correction by a qualified electrician is recommended.</li> </ul>
Page 27 Item: 2	Branch Circuit Wiring	<ul style="list-style-type: none"> <li>Wiring that appeared to be abandoned was noted at one or more locations. Verification and removal by a qualified electrician is recommended. Attic</li> </ul>
Page 28 Item: 4	Ground Fault Circuit Interrupters	<ul style="list-style-type: none"> <li>Ground Fault Circuit Interrupter(GFCI) devices were not present at all recommended locations. GFCI devices reduce electrocution hazards at wet areas: kitchen counters, bathrooms, basements, garages, and all exterior locations. Installation of GFCI devices at all unprotected locations by a qualified electrician is recommended. Garage, Exterior, ,</li> </ul>
Page 28 Item: 7	Switches	<ul style="list-style-type: none"> <li>One or more switches were older and did not appear to work well, most likely due to normal wear. Replacement of the affected switches by a qualified electrician is recommended.</li> </ul>

**Electrical Panel**

Page 29 Item: 1	Main Service Panel	<ul style="list-style-type: none"> <li>• Double(or multiple) tapped circuit breakers were observed. Most equipment is not designed to hold more than one wire and this can result in loose wire connections, arcing and overheating. Proper correction by a qualified electrician is recommended.</li> <li>• One or more double or triple taps were observed at the neutral bus. While two ground wires may share a single screw (in a Romex system), each neutral wire should be under its own, separate screw (whether conduit or Romex). This can result in loose wire connections that may cause arcing and overheating. Further review and correction by a qualified electrician is recommended.</li> </ul>
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**Heating Unit**

Page 30 Item: 1	Heating Conditions	<ul style="list-style-type: none"> <li>• Dry water stains (white or orange) were noted on top of the unit and/or within the blower compartment. This indicates past or current condensate leaks from the air conditioning and/or the furnace flue. Recommend checking with the current owner and further evaluation by a qualified heating contractor.</li> </ul>
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**Weber's Gutter Service**

614 Clair Street  
Cedar Falls, IA 50613 US  
webergutterservice@gmail.com

Item 17.

**Estimate**

ADDRESS  
Rod Dieser  
610 W 28th St  
Cedar Falls, Iowa

ESTIMATE 1341  
DATE 07/23/2021

DATE	ACTIVITY	DESCRIPTION	QTY	AMOUNT
	5" Gutter Installation	5" White Gutter	218	1,526.00
	3x4 Standard Downspout Installation	3x4 White Standard Length Downspout	4	300.00
	Gutter Removal & Disposal	Remove old gutter & haul away.	218	163.50
	RX Screen - 5" Installation	5" Gutter/Leaf Guard	218	1,090.00
TOTAL				<b>\$3,079.50</b>

Accepted By

Accepted Date

Spahn & Rose Lumber Company  
101 Blackhawk St. : Reinbeck, Iowa 50669  
Phone: 319-345-6459 / Fax: 319-345-2331

Customer: Rod & Ricki Dieser By: Dan  
Project: Certaineed Vinyl Siding - Andersen Wd Date: 6-Oct-21  
Entry Door - Rollex Soffit Replacement

Unit

**RECAP SHEET**

**Siding , Soffit , OH Door & Window Replacement :**

Page 1	Sidewall Covering: Certaineed Monogram D5 .046 Vinyl Siding -	6057.91
2	Fascia and Soffit Covering: Rollex Aluminum	1840.47
3	Ext. Doors : Front Entry Only	2495.80
4	Windows: Andersen 400 Series Casement Front Facing Windows	3301.97
5	Roofing: None At This Time	0.00
6	Misc. - Nails, Caulk, Casing PF	318.42
<b>Sub Total:</b>		<b>14014.57</b>
	<b>Sales Tax 7% +</b>	<b>981.02</b>
<b>Total Estimate:</b>		<b>\$ 14,995.59</b>

**Spahn & Rose Lumber Company**  
 101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser      **By:** Dan  
**Project:** Certainteed Vinyl Siding - Andersen Wd Entry Door - Rollex Soffit Replacement      **Date:** 6-Oct-21

Location	Description	Unit	Quantity	Price	Extension
<b>Side Wall Framing Repair &amp; Covering</b>					
Net Sqft Of Wall - 1700 Sq Ft					
Sqft of Openings - 1700 (Deducted)202 Sq Ft					
Net Coverage Siding = 1498 Sqft					
Net Coverage of Shakes=000 Sqft					
Window Nailers	1 x 4 - 12' # 2 Pine	each	0	0.00	0.00
Sheathing	4 x 8 - 1/2" R - Board	each	55	17.45	959.75
Sheathing	4 x 8 - 3/4" O.S.B.	each	0	22.00	0.00
House Wrap	Tyvek 9' x 100' House Wrap	Rolls	2	135.34	270.68
House Wrap	Tyvek 10' x 150' House Wrap	Rolls	0	0.00	0.00
	Tyvek Tape	Rolls	3	13.11	39.33
	9" x 75' DuPont Flex Wrap	Lft	95	2.15	204.25
	4" x 100' DuPont Window Wrap	Rolls	1	47.95	47.95
Siding	Certainteed Monogram D5 .046 : Double 5" - Dark Color (Charcoal Gray)	Sq.	16	162.64	2602.24
Siding Accessories	Alum Starter Strip, 10' lengths	Each	19	5.65	107.35
	J-channel, 12' x 3/4"	Each	40	6.10	244.00
	U.S. trim, 12'	Each	32	7.20	230.40
	Dual U.S. trim, 12'	Each	0	0.00	0.00
	O.S. corner 10'	Each	7	18.90	132.30
	I.S. corner 10'	Each	3	14.50	43.50
Flex - J - Chan.	Flexible J - Channel 12' x 3/4"	Each	0	0.00	0.00
J- Blocks	Master Mount ; J Blocks	Each	4	7.80	31.20
Bath Exhaust	Mount Master Hooded Exh. Vents	Each	2	14.90	29.80
Split Mini's	Mount Master Split Mini's	Each	3	8.35	25.05
Soffit Exhaust Vent	Duro Flo White Exhaust Vent	Each	1	16.45	16.45
Fireplace vent	8" x 12" Jumbo J Blocks	Each	1	11.65	11.65
Peak Siding	Certainteed : Cedar Impressions Shakes Per Box : 1/2 Sq. Per Bx. - Certainteed Charcoal Gray D7 Rough Straight		0.0	0.00	0.00
	Starter Strip Per Pc		0	9.50	0.00
Siding	Primed Hardi Plank Cedar Mill Wood Grε Pcs 6 1/4" x 12' Planks (5" Exposure)		0	7.80	0.00
	Prefinished : Light Mist 3-4 Weeks Leadtime		0	3.15	0.00
Siding	Primed Hardi Staggered Shake Pcs 48" x 16" Planks (6" Exposure)		0	7.56	0.00
	Prefinished : Gray Slate 3-4 Weeks Leadtime		0	0.72	0.00
LP Smart Trim	10' - 3 1/2" O. S. Corners w/Nail Fin - PF White		0	0.00	0.00
Window Trim	16' - 5/4 x 3 1/2" Smart Trim - PF White		0	0.00	0.00
Frieze Trim	16' - 5/4 x 3 1/2" Smart Trim - PF White		0	0.00	0.00
Flashing	5/4 x 10' Steel Trim Flashings		0	0.00	0.00
Window & Door Trim	5/4" x 4 - 18' Azek Primed Trimboards	each	18	50.75	913.50
Freize Board	5/4" x 8" -20' Azek Primed Trimboards	each	0	0.00	0.00
OH Jambs	5/4" x 8" -20' Azek Primed Trimboards	each	0	0.00	0.00
Fasteners	375 ct Azek Trim Plug Kit w/ Screws	box	1	148.51	148.51

6057.91

**Spahn & Rose Lumber Company**  
 101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser      **By:** Dan  
**Project:** Certaineed Vinyl Siding - Andersen Wdh      **Date:** 6-Oct-21  
 Entry Door - Rollex Soffit Replacement

Location	Description	Unit	Quantity	Unit Price	Extension
<b>Fascia and Soffit Covering:</b>					
		Width Feet	Length Feet	Sq. Footage	
	Eve Overhang :	2.5 x	218	545	
	Eve Overhang :	0 x	0	0	
	Rake Overhang :	2 x	0	0	
	Foyer Ceiling :	5 x	6	30	
	Porch Ceiling :	0 x	0	48	
Frieze	Part RS Frieze Molding, 12' lengths	each	20	10.30	206.00
Soffit	System III- 16" Alum. 12' c.vent	each	36	23.33	839.88
Soffit	System III- 16" Alum. 12' solid	each	3	23.33	69.99
Fascia	Rollex SL-8 Fascia, 12' lengths	each	20	19.70	394.00
Utility Trim	Part E trim	each	2	6.20	12.40
Divider	Part MD Divider	each	4	14.40	57.60
Coil	24" Coil Stock (Subfacia. & OH Door wra	roll	2	105.55	211.10
Coil	14" Coil Stock	roll	0	0.00	0.00
Trim Nails	white trim nails 1/4 lb. bxs	each	2	16.65	33.30
Fasteners	1/4" x 7/8" Galv Staple	each	1	16.20	16.20
Gutters	rain gutter : By Others		0		0.00
Jamb Materials	2x8 Fir	lft	0	0	0.00
Jamb Materials	2x6 Treated	lft	0	0	0.00
Jamb Materials	2x4 SPF	lft	0	0	0.00
Nails	Galv Box	lbs	0	0.00	0.00

**Subtotal**      **\$ 1,840.47**



**Spahn & Rose Lumber Company**  
 101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser      **By:** Dan  
**Project:** Certainteed Vinyl Siding - Andersen Wd      **Date:** 6-Oct-21  
 Entry Door - Rollex Soffit Replacement

Location	Description	Unit	Quantity	Unit Price	Extension
<b>OH Doors /Exterior Doors:</b>					
House Entry	3/0 x 6/8 Waudena Fiberglass Entry Doc each 1/2 Lite 686 HRT Heartland Glass Collection 5 3/4" Clad Jamb Inswing Prep for deadlock Col. Bronze Hinges Prefinished Ext and Interior : Exterior 120 Classic White/Stained	LHIS	1	2495.80	2495.80
Included with Door	Schlage Addison Handleset - Keyed		0	0.00	0.00
Included with Door	Schlage Accent Interior Lever-Single Cylinder Deadlc		0	0.00	0.00
overhead door	9 x 7 CHI 2358 2" Insulated Over Head L each Wood Grain Cedar Plank Design - Steel - 2 sides Foam Core w/ prep for operator Included Long Clear Panel In Each Section on Right of Door from Exterior Above Includes Installation		0	0.00	0.00
Operators	Use Existing Operators -		0	0.00	0.00
<b>Subtotal</b>					<b>2495.80</b>

**Spahn & Rose Lumber Company**  
 101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser      **By:** Dan  
**Project:** Certainteed Vinyl Siding - Andersen Wdr      **Date:** 6-Oct-21  
 Entry Door - Rollex Soffit Replacement

Location	Description	Unit	Quantity	Unit Price	Extension
	<b>Exterior Windows</b>				
Window Pkg	Andersen 400 Series Double Hung Window White Ext./Solid Pine Paint White Interior 3/4" Low E Glass-No Grills				
Main Level Package	Andersen 400 Series - Wood Interior/ Vinyl Clad Exterior				
Dinette	CW24		1	978.70	978.70
Kitchen			1	643.95	643.95
Maser Bed			1	1294.04	1294.04
Basement Level	Andersen 100 Series - Fibrex White Interior/Exterior		0	0.00	0.00
Shimms	Cedar Shimms	box	2	8.50	17.00
Nails	Galv. Roof Nails	lbs	8	1.66	13.28
Adhesive/Caulk	Proflex Caulk	each	15	7.00	105.00
Prefinish Windows	JET Industries - Window Finishing x 3		1	250.00	250.00

3051.97

Add Ext Jamb Materials for 100 series 000' S4S Oak \$210.00  
**Subtotal**

**\$ 3,301.97**

101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser **By:** Dan  
**Project:** Certainteed Vinyl Siding - Andersen Wd Date: 6-Oct-21  
 Entry Door - Rollex Soffit Replacement

Location	Description	Unit	Quantity	Unit Price	Extension
	<b>0000 Sqft Coverage</b>				
sheathing	4 x 8 - 1/2" OSB	each	0	0.00	0.00
clips	1/2" ply clips	each	0	0.00	0.00
felt	#15 u-lay felt (400 sq ft rolls)	rolls	0	0.00	0.00
felt	#30 u-lay felt (200 sq ft rolls)	rolls	0	0.00	0.00
felt	Synthetic u-lay felt (1000 sq ft rolls)	rolls	0	0.00	0.00
ice guard	3' x 65' Wintergard	rolls	0	0.00	0.00
flashing	14" x 50' rolls - Steel Painted	rolls	0	0.00	0.00
flashing	20" x 50' rolls - Steel Painted	rolls	0	0.00	0.00
flashing	14" x 50' rolls - aluminum	rolls	0	0.00	0.00
flashing	20" x 50' rolls - aluminum	rolls	0	0.00	0.00
flashing	5x7 Steel Painted Shingles	each	0	0.00	0.00
flashing	5x7 alum. Shingles	each	0	0.00	0.00
flashing	1" - 3" Soil Pipe Flashing	each	0	0.00	0.00
flashing	3" - 4" Soil Pipe Flashing	each	0	0.00	0.00
roof edge	6" roof Starter -painted steel	each	0	0.00	0.00
roof edge	style D painted steel	each	0	0.00	0.00
roof edge	ODE painted aluminum	each	0	0.00	0.00
ventillation	#750 roof louvers	each	0	0.00	0.00
ventillation	20' Cobra shingle-over cont. ridge vent	each	0	0.00	0.00
shingles	GAF Timberline shingles	Sq.	0	0.00	0.00
shingles	GAF Timbertex H/R shingles - 20' Cover	Bdle	0	0.00	0.00
Upgrade Adder	Upgrade to Malarkey Legacy - Storm Grz	Sq. Add	0	0.00	0.00
Upgrade Adder	Upgrade to Malarkey H/R - Storm Gray	Bdle Add	0	0.00	0.00
shingles	GAF Pro Start Shingle	Bdle	0	0.00	0.00
starter	Starter Shingle Roll	Roll	0	0.00	0.00
hip and ridge	Certainteed 3-tab shingles	bdls	0	0.00	0.00
hip and ridge	Cert. Accessory shingles	bdls	0	0.00	0.00
staples	Allowance-Arrow T50	each	0	0.00	0.00
nails	galv box	lbs	0	0.00	0.00
nails	galv roof	lbs	0	0.00	0.00
sealants	black jack	each	0	0.00	0.00
sealants	Pro Flex Caulk	each	0	0.00	0.00
nails	1 1/4" Coil Nails	each	0	0.00	0.00
nails	Paslode 2 3/8" R.S. Nails 5000ct.	each	0	0.00	0.00
flat roof	Duplex Roofing	each	0	0.00	0.00
flat roof	5 gallon cold process lap cement	each	0	0.00	0.00
<b>Subtotal</b>					<b>\$ -</b>

**Spahn & Rose Lumber Company**  
 101 Blackhawk St. : Reinbeck, Iowa 50669  
 Phone: 319-345-6459 / Fax: 319-345-2331

**Customer:** Rod & Ricki Dieser      **By:** Dan  
**Project:** Certainteed Vinyl Siding - Andersen Wd      **Date:** 6-Oct-21  
 Entry Door - Rollex Soffit Replacement

Location	Description	Unit	Quantity	Unit Price	Extension
<b>Additional Misc.:</b>					
insulation	Blow In Cellulose	bags	0	0.00	0.00
insulation	6" x 16" FF fiberglass (R-19)	rolls	0	28.68	0.00
insulation	24" x 48" styrovents	each	0	0.00	0.00
insulation	6" x 24" KF fiberglass (R-19)	rolls	0	0.00	0.00
Sheetrock	1/2" sheetrock	SqFt	0	0.00	0.00
vapor barrier	81/3' x 100' 4 mi poly (walls only)	poly	0	0.00	0.00
staples	3/8" hammer staples (5000)	boxes	4	7.50	30.00
sealants	proflex caulk	each	8	4.99	29.94
window sealant	Minimal Expanding Foam	cans	8	6.99	55.92
millwork	3 1/4" FJ Poplar Hookstrip Casing	LnFt	64	2.15	137.60
Optional Add	Prefinished Casing		64	0.39	24.96
millwork	3 1/4" Oak ranch Base F209	LnFt	0	0.86	0.00
fasteners/nails	allowance	each	1	40.00	40.00
Silverline Stone	Belterra Flats	SqFt			
Silverline Stone	Belterra Corners	Lnft			
Trilite Stone	SuperStak Mountain Ledge-Flats	8SqFt/	12.95		
Trilite Stone	Super Stack - Corners	6 LnFt/Ctn	15.75		
<b>Subtotal</b>					<b>\$ 318.42</b>

# ESTIMATE

## Sides & Bown Construction

27851 W AVE  
REINBECK, IA 50669  
319- 269 -1750

Date 07/29/2021

Estimate # 41

To:

Rod Dieser  
Cedar Falls, Ia 50613

Item	Quantity	Unit Price	Total
Labor total	1	\$15,300.00	\$15,300.00
Labor to install windows, doors, interior trim, soffit and siding. Remove old siding, dispose of all job materials. (city permits not included)			
<b>Sub Total</b>			<b>\$15,300.00</b>
<b>Total</b>			<b>\$15,300.00</b>

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# ESTIMATE

## Sides & Bown Construction

27851 W AVE  
REINBECK, IA 50669  
319- 269 -1750

Date 08/03/2021

Estimate # 43

To:

Rod Dieser  
Cedar Falls, Ia 50613

Item	Quantity	Unit Price	Total
Revised, siding soffit and windows	1	\$9,550.00	\$9,550.00
remove old siding, install soffit, siding, exterior window trims, 3 windows and 1 door			
Sub Total			\$9,550.00
Total			\$9,550.00

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



# DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

## MEMORANDUM

### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), City Planner I  
**DATE:** November 24, 2021  
**SUBJECT:** 6607 University Avenue Site Plan Revision for Starbeck’s Smokehouse

**REQUEST:** S-1, Shopping Center District Site Plan Review

**PETITIONER:** Levi Architecture

**LOCATION:** Starbeck’s Smokehouse, Suite B, 6607 University Avenue

**PROPOSAL:**

Levi Architecture on behalf of Starbeck’s Smokehouse owner is proposing to add a roof covering over the newly built patio area for the restaurant.

**BACKGROUND:**

This property is S-1, Shopping Center District, similar to the Mall property. The purpose of this district is to provide for the development of shopping centers. Any changes or modifications or amendments to the plans for the commercial use and development of property in the S-1 zone shall be reviewed by the planning and zoning staff. If the change is deemed insignificant in nature, the staff may recommend to the council that the change be approved without the benefit of a mandatory review before the planning and zoning commission. (Section 26-189(5)(b)). For the proposed project, the elements under review include addition or enlargement of existing structure for Starbeck Smokehouse outdoor patio area.



Early this year, the applicant proposed minor façade updates for Starbeck's Smokehouse project, which were reviewed and approved by City Council. At the time proposal included development of 2,900 Square feet of Suite B (5,320 square feet) for Starbeck's Smokehouse restaurant and do some minor façade changes like changing the height and placement of canopies, changing the sign areas and its placement, reducing the number of openings, addition of partial shading (pergolas) over the patio area and some minor façade material changes from what was approved in 2018.

With current proposal, the applicant is planning to add a roof covering over existing patio area for the restaurant. Staff finds the proposal is minor in nature, for which mandatory Planning and Zoning Commission review is not required, but according to the S1 Shopping District requirements must be reviewed and approved by City Council.

### STAFF ANALYSIS

The proposed project is to add a roof covering over the developed pergolas area over the patio to provide shed and create a semi-open space for diners. Plan is to use reclaimed wood beams as rafters, cedar siding to cover the rise and a corrugated metal roof covering to match existing building panels. Staffs recommend extending roof with slight overhang on both sides and add gutters for better performance of the roof. City staff notes that a building permit will be required for roof installation. And applicant will be submitting drawings for building permits soon.



### STAFF RECOMMENDATION:

The Community Development Department recommends approval of the proposed minor modifications for covering outdoor patio area for Starbeck's Smokehouse (Suite B) at west side of 6607 University Avenue building.

Attachments: Renderings







DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M Green and City Council
FROM: Chris Sevy, City Planner I
Ben Claypool, PhD, EI, Civil Engineer II
DATE: October 20, 2021
SUBJECT: Creekside Luxury Condos - Preliminary & Final Plats

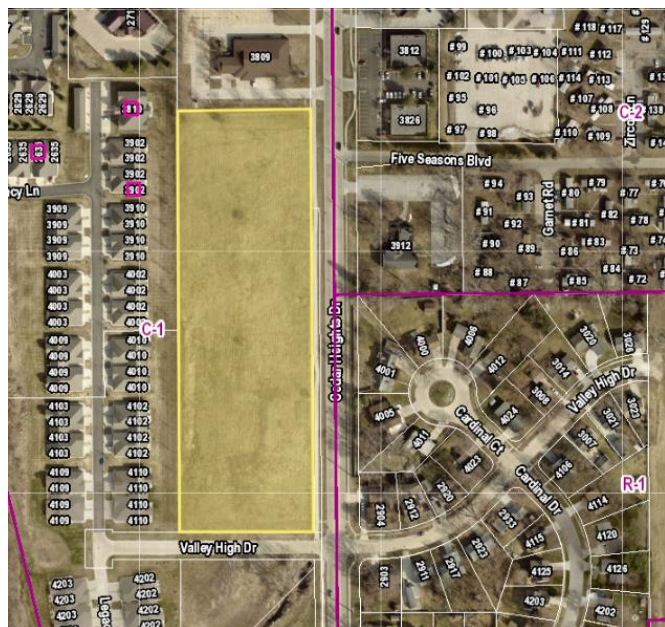
REQUEST: Request to preliminary and final plat, effectively combining 4 lots in the new Creekside Luxury Condos Plat.

PETITIONER: Dan Levi - Levi Architecture; Nate Kass - Fehr Graham, Engineer/Surveyor

LOCATION: 6.38 acres at the northwest corner of Cedar Heights Drive and Valley High Drive

PROPOSAL:

The petitioner is proposing to create one large developable parcel by combining lots 1, 2, & 3 of the Hanna Park Commercial Addition along with lot 4 (except the north 15 feet thereof) of the P. A. Hanna Addition to the City of Cedar Falls. These lots are located at the northwest corner of Cedar Heights and Valley High Drives. The intent of the petitioner is to develop the subject property with six 12-plex condominium buildings that will be owner-occupied. To ensure the developer can properly develop as intended, they are proposing that lots be combined, easements be reconfigured, and a minor piece of land be dedicated to



the City for sidewalk.

#### BACKGROUND:

The area proposed for development is in the process of being rezoned from C-1 to R-P (RZ21-005) with a final City Council vote to take place on November 1st, 2021.

Concurrent with this request, the applicant is also seeking approval of a proposed site plan (SP21-010). These original parcels and the surrounding area on three sides were zoned C-1 Commercial in 2005. The northernmost parcel was platted in 1990 and the other three were platted in 2007.

#### ANALYSIS

This subdivision is on 6.38 acres of land located along Cedar Heights Drive, just north of Valley High Drive. The preliminary and final plat would consist of a single buildable lot. The size of said lot will be well above the lot area requirements of the R-4 District which the R-P District references. Development on this lot requires a site plan review by the Planning & Zoning Commission and City Council.

The lots to be combined currently contain building lines which will go away and be replaced by building lines as depicted on the Final Plat. The Final Plat includes a 25-foot building line along the North, South, and East, and a 35-foot building line along the West. These meet or exceed the setback requirements of the R-P Planned Residence District.

Since the existing lots will be combined into one lot, the easements also need to be reconfigured. The preliminary plat illustrates the easements that will be vacated and the new easements that will be established to serve the proposed development. On the new plat, a 10 foot utility easement will extend around the perimeter of the new lot. A gas utility easement will be established across the center of the lot in a location that will run between proposed buildings.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

The Preliminary Plat shows the required relocation of the existing gas main. CFU will relocate the gas main at the developer's expense. The developer is responsible for the construction of a properly sized water system from the existing 8" water main along Cedar Heights Drive. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Cedar Falls Public Safety will need to review the site plan and determine the quantity and location of the private fire hydrants on the site.

The deed of dedication notes that only two access points off of Cedar Heights will be permitted. This limit was also agreed to in the Developmental Procedures Agreement executed as part of the rezoning.

City zoning staff notes that the proposed lot is of sufficient lot area to meet the anticipated development plans.

Items such as the grading plan, stormwater management plan, and utility plan have all previously been submitted and approved as part of the platting and site plan review process.

Typically a preliminary plat would be submitted and approved first prior to the final plat being submitted. This allows for the installation of any required public infrastructure, such as streets, sewers and other utilities. However, this subdivision does not include the construction of any new public infrastructure, so reviewing both plats concurrently is possible.

The property is located outside of the designated 100-year floodplain.

The platting documents including the Deed of Dedication, Attorney's Title Opinion and a plat fees have been submitted. Signed plats and Deed of Dedication are required to be submitted in time to be included in the City Council packet for the date Council would vote on this item.

#### STAFF RECOMMENDATION:

At their meeting on November 10, 2021 the Planning and Zoning Commission reviewed the proposed preliminary and final plats and recommended approval with a vote of 7 to 0 (2 abstained). The Community Development Department also reviewed the proposal and recommends approval.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 10/27/2021 The first item of business was the preliminary and final plat for Creekside Luxury Condos. Chair Leeper introduced the item and Mr. Sevy provided background information. The intent of the petitioner is to develop the property with six 12-plex condominium buildings. The property recently went through the rezoning process and now needs site plan review. Easements will also need to be reconfigured as the existing lots will be combined into one lot. Mr. Sevy discussed changes to the plat, including the building lines and details regarding tract A that is dedicated to the City for sidewalk. The item is being brought before the Commission for discussion only at this time. The site plan will be discussed later in the meeting.

James Meehan, 2403 Legacy Lane Unit 2, stated that he believes that a drainage easement berm was cut causing water issues in the neighbors' back yards. He wants to see that corrected feels that the

layout looks like it could create more water issues. He would like to be sure that the grading is done well to avoid those issues. He also noted concerns with the population density and how that will affect traffic.

Mr. Holst asked how the density fits within the RP District. Mr. Sevy explained that the area is medium density residential, which is the same as the properties to the West. What is proposed is a little denser, but very similar. Staff finds that it is consistent with the approved master plan and the designation on the Future Land Use Map.

Ms. Saul stated that she feels it is a reasonable request and should move forward. The item was continued to the next meeting.

Discussion and  
Vote  
11/10/2021

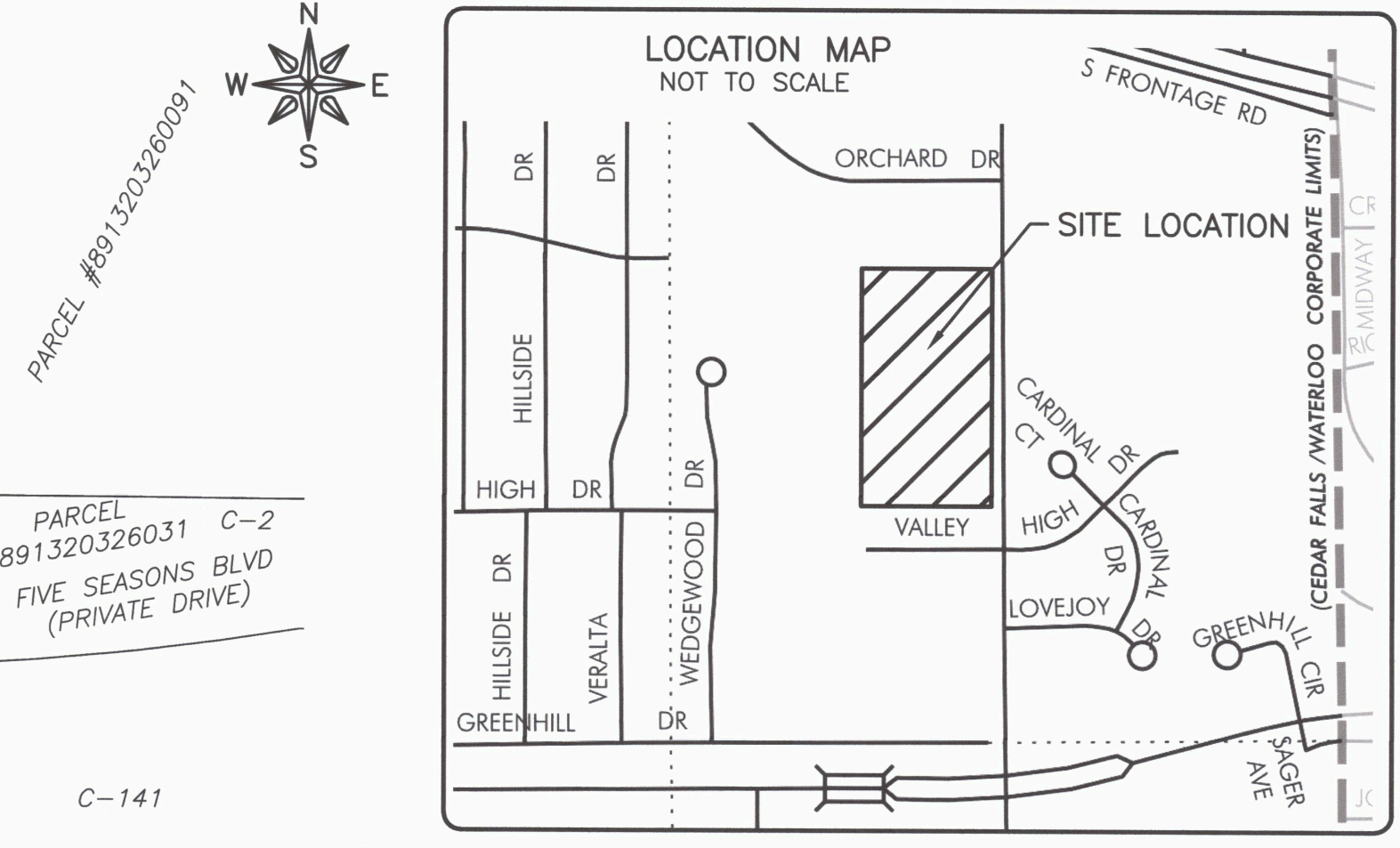
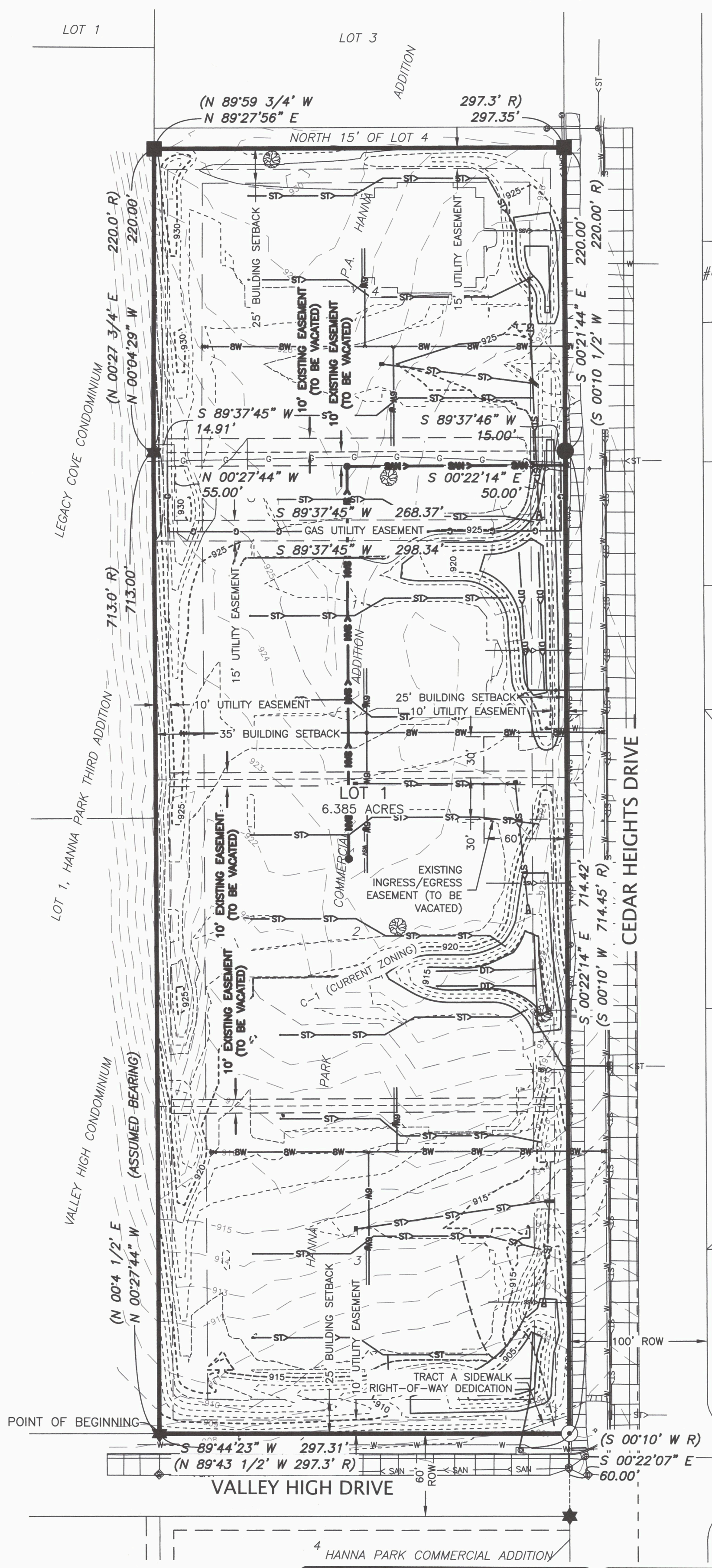
Chair Leeper introduced the item and Mr. Sevy provided background information. He explained that the petitioner is proposing to create one large developable parcel by combining four lots from two existing plats. He explained that the petitioner's intent is to develop the property with six twelve-plex condominium buildings that will be owner occupied. The property recently went through the rezoning process from C-1, Commercial to RP-Residential and is located on 6.38 acres of land. He discussed the easement changes that would need to be made as well as the building lines around the property. Setback requirements are met. A small tract is being dedicated to the City as part of the planning process. The developer will be constructing sidewalk on that dedicated portion. Staff recommends approval subject to comments or direction from the Commission and conformance to staff recommendations and technical requirements.

Mr. Holst made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved with 7 ayes (Crisman, Hartley, Holst, Leeper, Lynch, Moser and Saul), 0 nays and 2 abstentions (Grybovych and Larson).

Attachments: Preliminary Plat  
Final Plat  
Deed of Dedication

**PRELIMINARY PLAT  
CREEKSIDE LUXURY CONDOS**

**A RESUBDIVISION OF LOTS 1, 2, & 3, OF HANNA PARK COMMERCIAL ADDITION, & LOT 4 (EXCEPT THE NORTH 15 FEET THEREOF), OF P.A. HANNA ADDITION TO THE CITY OF CEDAR FALLS, ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**



**BOUNDARY DESCRIPTION:**

**C-141**  
CREEKSIDE LUXURY CONDOS, INCLUSIVE OF LOTS 1, 2, AND 3 OF HANNA PARK COMMERCIAL ADDITION, AND LOT 4 (EXCEPT FOR THE NORTH 15 FEET THEREOF) OF P.A. HANNA ADDITION TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**C-142**  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, OF SAID HANNA PARK COMMERCIAL ADDITION;

**C-143**  
THENCE NORTH 00°27'44" WEST (ASSUMED BEARING), 713.00 FEET ALONG THE WEST LINE OF SAID ADDITION TO THE NORTHWEST CORNER THEREOF AND THE SOUTHWEST CORNER OF LOT 4 OF SAID P.A. HANNA ADDITION;

THENCE NORTH 00°04'29" WEST, 220.00 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF THE NORTH 15 FEET OF SAID LOT 4;

THENCE NORTH 89°27'56" EAST, 297.35 FEET ALONG THE SOUTH LINE OF THE NORTH 15 FEET OF SAID LOT 4 TO THE SOUTHEAST CORNER THEREOF AND EAST LINE OF SAID LOT 4;

THENCE SOUTH 00°21'44" EAST, 220.00 FEET ALONG THE EAST LINE OF SAID LOT 4 TO THE SOUTHEAST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 1 IN SAID HANNA PARK COMMERCIAL ADDITION;

THENCE SOUTH 00°22'14" EAST, 714.42 FEET ALONG THE EAST LINE OF LOTS 1 THROUGH 3 OF SAID HANNA PARK COMMERCIAL ADDITION TO THE SOUTHEAST CORNER OF LOT 3 OF SAID HANNA PARK COMMERCIAL ADDITION;

THENCE SOUTH 89°44'23" WEST, 297.31 FEET ALONG THE SOUTH LINE OF LOT 3 OF SAID HANNA PARK COMMERCIAL ADDITION TO THE POINT OF BEGINNING;

CONTAINING 6.385 ACRES, SUBJECT TO EASEMENTS OF RECORD.

**EASEMENT VACATIONS:** ALL EASEMENTS AFFECTING LOTS 1-3 OF HANNA PARK COMMERCIAL ADDITION AND LOT 4 OF P.A. HANNA ADDITION AS SHOWN ON SAID PLATS ARE HEREBY VACATED AND THOSE EASEMENTS SHOWN ON THIS PLAT ARE EFFECTIVE

**SURVEYOR:**  
NATHAN P. KASS  
FEHR GRAHAM  
200 5TH AVENUE SE, SUITE 100  
CEDAR RAPIDS, IA 52401

**PROPRIETOR/OWNER:**  
CONTRACT BUYER OF LOTS 1-3 OF HANNA PARK COMMERCIAL ADDITION AND LOT 4 (EXCEPT THE NORTH 15 FEET THEREOF) OF P.A. HANNA ADDITION TO CEDAR FALLS: LG COMPANIES, LLC  
DEED HOLDER OF LOTS 1-3 OF HANNA PARK COMMERCIAL ADDITION: HEARTLAND DEVELOPEMENT OF CEDAR VALLEY, INC.

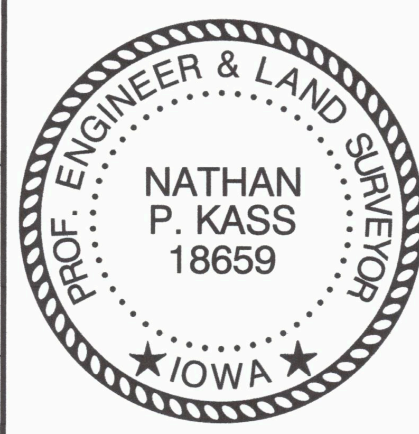
**REQUESTED BY/SUBDIVIDER:**  
LG COMPANIES, LLC  
C/O KYLE LARSON  
4104 WEDGEWOOD DR  
CEDAR FALLS, IA 50613

**CURRENT ZONING:**  
C-1 NEIGHBORHOOD COMMERCIAL  
**PROPOSED ZONING:**  
R-P PLANNED RESIDENTIAL

**SETBACK REQUIREMENTS:**  
FRONT: 25'  
SIDE: 25'  
REAR: 35'

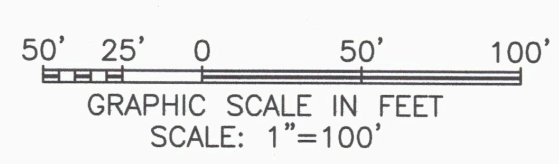
**FLOODPLAIN:** N/A  
**WETLANDS:** N/A  
**PHASING:**  
PROJECT PLANNED TO BE CONSTRUCTED IN 3 PHASES, 2 STRUCTURES PER PHASE. PHASE 1 TO HAVE A SINGLE DRIVEWAY FROM CEDAR HEIGHTS DRIVE. SECOND DRIVEWAY CONSTRUCTED IN PHASE 2 FROM CEDAR HEIGHTS DRIVE.

**TOPOGRAPHIC CHANGES:**  
SITE WILL BE REGRADED TO PROVIDE LEVEL PADS FOR BUILDINGS WITH PARKING LOTS GENTLY SLOPING AWAY FROM THE PADS. STORMWATER MANAGEMENT WILL BE ALONG THE EAST BOUNDARY WITH GRADING TO DRAIN TO THE CELLS. PADS WILL BE TERRACE FROM THE HIGHEST ON THE NORTH TO LOWEST ON THE SOUTH.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

*Nathan P. Kass* 10/20/2021  
Date  
Nathan P. Kass, P.E. & P.L.S.  
License Number: 18659  
My license renewal date is December 31, 2021.  
Sheets covered by this seal: SHEET 1



SURVEY WAS COMPLETED ON:  
3/4/2020  
MONUMENTS WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS PLAT

JOB NUMBER:  
19-972  
SHEET NUMBER:  
1 of 1



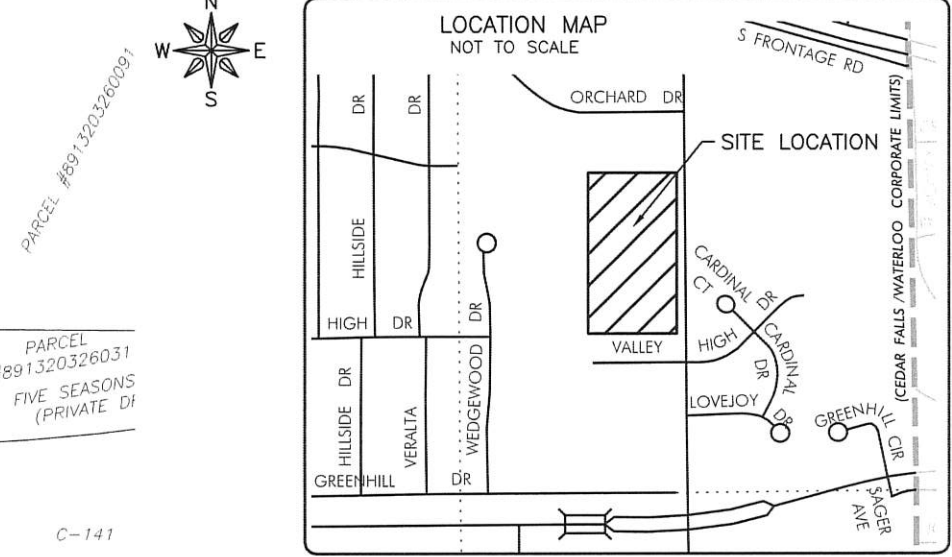
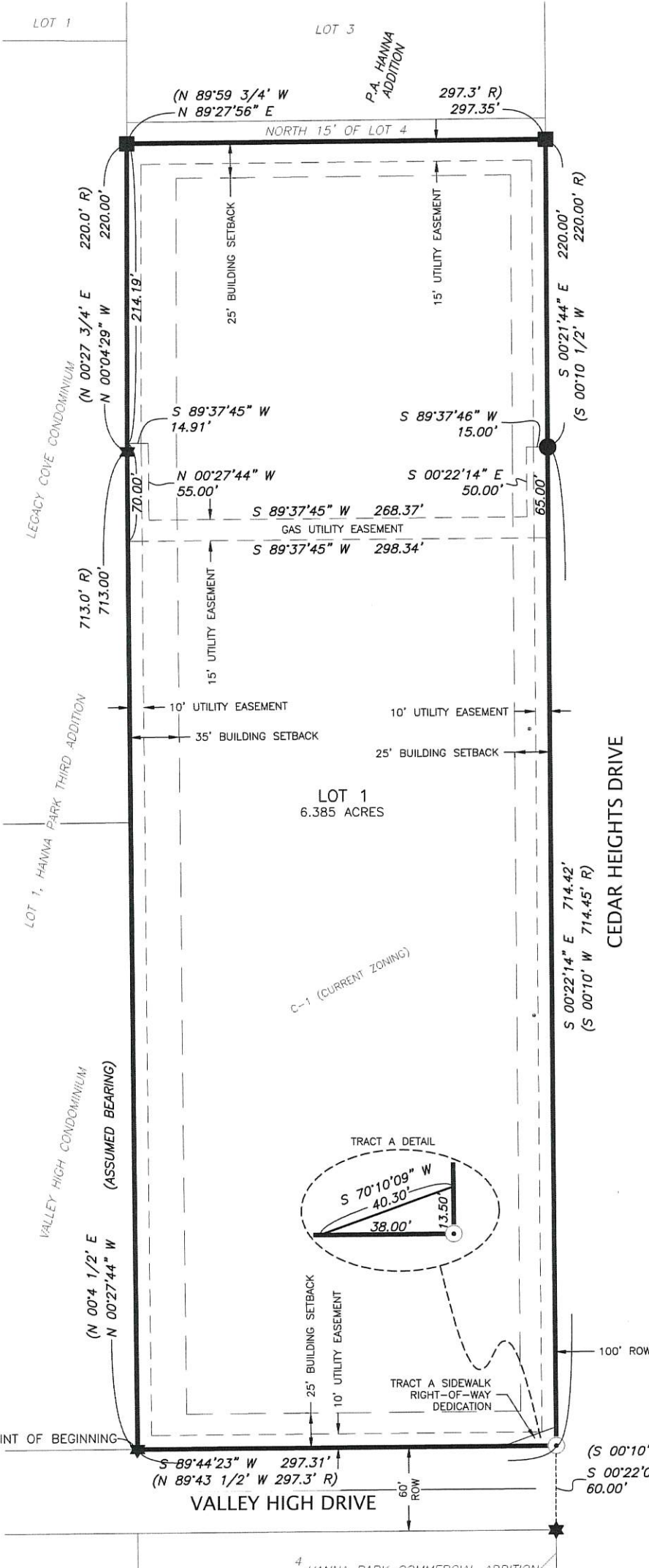
ILLINOIS  
IOWA  
WISCONSIN

© 2021 FEHR GRAHAM. Cedar Heights Condominium (19-972-FINAL PLAT) SHEET 1 (2)

Recorder's Index
County: BLACK HAWK COUNTY
Section: 20-T89N-R13W
Quarter Section: SW1/4
City: CEDAR FALLS
Subdivision: CREEKSIDE LUXURY CONDOS
Block: N/A
Lot(s): 1
Proprietor: SEE BELOW
Requested By: SEE BELOW

## FINAL PLAT CREEKSIDE LUXURY CONDOS

A RESUBDIVISION OF LOTS 1, 2, & 3, OF HANNA PARK COMMERCIAL ADDITION, & LOT 4 (EXCEPT THE NORTH 15 FEET THEREOF), OF P.A. HANNA ADDITION TO THE CITY OF CEDAR FALLS, ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



**BOUNDARY DESCRIPTION:**

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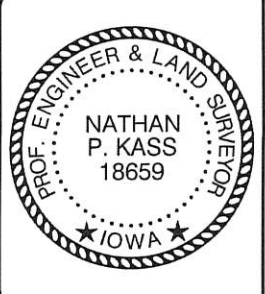
**LEGEND**

- FOUND 1/2"Ø REBAR
- FOUND 1/2"Ø REBAR W/YPC #7811
- ★ FOUND 1/2"Ø REBAR W/OPC #16264
- SET 1/2"Ø REBAR W/RPC #18659
- SURVEY BOUNDARY
- (R) PREVIOUSLY RECORDED AS
- OPC ORANGE PLASTIC CAP
- RPC RED PLASTIC CAP
- YPC YELLOW PLASTIC CAP

**SURVEYOR:**  
NATHAN P. KASS  
FEHR GRAHAM  
200 5TH AVENUE SE, SUITE 100  
CEDAR RAPIDS, IA 52401

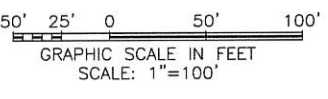
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DEED HOLDER OF LOTS 1-3 OF HANNA PARK COMMERCIAL ADDITION: HEARTLAND DEVELOPEMENT OF CEDAR VALLEY, INC.

**REQUESTED BY/SUBDIVIDER:**  
LG COMPANIES, LLC



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

*Nathan P. Kass*      10/20/2021  
Nathan P. Kass, P.E. & P.L.S.      Date  
License Number: 18659  
My license renewal date is December 31, 2021.  
Sheets covered by this seal: SHEET 1



SURVEY WAS COMPLETED ON:  
3/4/2020  
MONUMENTS WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS PLAT

JOB NUMBER:  
19-972  
SHEET NUMBER:  
1 of 1

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

© 2021 Fehr Graham, Cedar Falls, IA 52601. P.L.S. No. 18659. SHEET 1

Prepared by: Michael R. Young, Esq., 3151 Brockway Road, PO Box 810, Waterloo, IA 50704 (319) 234-4471

**OWNER'S STATEMENT AND DEDICATION  
OF  
CREEKSIDE LUXURY CONDOS,  
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

KNOW ALL PARTIES BY THESE PRESENTS:

That **LG Companies, LLC**, an Iowa limited liability company (the "*Developer*"), being desirous of re-subdividing the real estate for which it is contract buyer that is legally described in the attached **Exhibit A** (the "*Property*") and laying out thereon a new addition in the City of Cedar Falls (the "*City*"), Black Hawk County, Iowa, and with the free consent and in accordance with the desires of the deed holder and owner of the Property, **Heartland Development of Cedar Valley, Inc.**, an Iowa corporation (the "*Owner*"), does by these presents, dedicate and set apart said Property as further described in the accompanying plat (the "*Plat*") showing location and particulars, to be hereinafter known and called:

**CREEKSIDE LUXURY CONDOS,  
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA** (the "*Subdivision*");

and does further covenant and agree, for itself, its successors, and assigns, that the Subdivision shall be, and the same is hereby subject to the following restrictions and easements, as fully and effectively as if the same were contained and set forth in each deed, contract, or mortgage that the undersigned or its successors in interest may hereafter make, and that such restrictions and easements shall run with the land, all as follows:

**I. RESTRICTIONS**

1.1 The Property comprising said Subdivision may be used for any purpose normally permitted by the Cedar Falls, Iowa, zoning ordinances, as amended from time to time, except as further restricted by an agreement between the then-owner of a portion of the Property and the City of Cedar Falls dated January 16, 1990, and recorded at Book 290 Misc. 152 in the office of the Recorder of Black Hawk County, Iowa, and Cedar Falls, Iowa, and Ordinance No. 2503, adopted March 14, 2005 and filed March 21, 2005, as Doc. # 2005-21486 which among other things, do not permit the use of a portion of the Property for filling stations, hotels, motels, auto courts, pole buildings or convenience stores. The specific restrictions set out in the preceding



sentence may be changed by the City Council of Cedar Falls, Iowa, without the consent of the other owners of property in the vicinity.

1.2 No building shall be erected on the Property nearer than the building setback lines shown on the Plat. Furthermore, no building structures, landscaping structures, private gardens or any other possible obstruction can be placed in easements.

1.3 For the purpose of protecting and maintaining the integrity of the Subdivision, for the period of five (5) years from the date of filing of the Plat, the Developer reserves the right to review all plans for landscaping, including sodding or sprinkling with seed, for construction of driveways and accessory buildings, and all building plans for any structure to be erected in the Subdivision, and any changes after the approval thereof, any remodeling, reconstruction, alteration to any structure upon the Property in the Subdivision, shall require the approval in writing of the Developer. Approval of such plans and specifications shall be evidenced by the written endorsement on such plans and specifications, a copy of which shall be delivered to the owner of portion of the Subdivision upon which construction, alteration, or landscaping is proposed. After the expiration of five (5) years from the date of filing of the Plat, this provision shall lapse and be of no further force or effect.

1.4 No obnoxious or offensive trade or activity shall be carried on upon the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or its broader neighborhood.

1.5 The Subdivision shall comply with all requirements of the U.S. Post Office for mail receptacles. All mailboxes in the Subdivision shall be clustered or grouped. The location of the clustered mailboxes shall be approved by the City. The area around said mailboxes shall be kept free and clear by the owners within the Subdivision on which said mailboxes are located.

1.6 No more than two access drives to the Subdivision will be granted off of Cedar Heights Drive. The placement of drives will be as illustrated on the Site Development Plan attached to the Subdivision Development Procedures Agreement. The northernmost drive will align with either (a) 5 Seasons Boulevard, or (b) the existing entry drive to 3912 Cedar Heights Drive.

1.7 The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any portion in the Subdivision shall be taken and held to have agreed and covenanted with all other owners in the Subdivision and with the respective successors and assigns of all of the rest of such other owners, to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the use and construction or building thereon, for a period of 21 years from the date of filing of the Plat and this Deed of Dedication for record. Within the period of 21 years and in accordance with the Iowa Code §§614.24 and 614.25 (2021) or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional period of 21 years upon compliance with §§614.24 and 614.25 (2021). In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years. Nothing in this paragraph 1.6 shall change the rights of the City as described in paragraph 1.1 above.

1.8 If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees as determined by the Court and not the statute.

1.9 Invalidation of any of these covenants by judgment, decree or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

## II. DEDICATION OF UTILITIES

The Developer does hereby dedicate and convey to the City, for the public's use, the gas utility easement and other utility easements shown and laid out on the Plat. The utilities, as required by the subdivision ordinances of the City, have previously been installed at the Property. Furthermore, the Developer agrees as follows:

2.1 Any private corporation, firm or person later furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, shall install the same underground, except that transformers, switch boxes, control boxes street lights and the like shall be permitted above grade, it being the intent that primary and secondary services shall be installed underground.

2.2 The Sidewalk Right-of-Way (described as "Tract A") as detailed in the Plat, at the southeast corner of the Property, is dedicated and conveyed to the City for use as a sidewalk right-of-way by adding it to the existing right-of-way along Cedar Heights and Valley High drives.

2.3 The Property, when developed, shall provide for storm water detention as required by City ordinances.

## III. EASEMENTS

3.1 The Developer does hereby grant and convey to the City, and its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services across, on and/or under the Property as shown on the Plat. All such utilities shall be installed underground. No structures of any kind shall be built or placed within any easements as shown on the attached Plat.

3.2 The Developer does hereby grant and convey to the Cedar Falls Municipal Utilities, and its successors and assigns, an easement for maintenance and reconstruction as necessary across, on and/or under the area designated on the Plat as a gas utility easement.







## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
 www.cedarfalls.com

## MEMORANDUM

### Planning & Community Services Division

**TO:** Mayor Robert M Green and City Council  
**FROM:** Chris Sevy, City Planner I  
 Ben Claypool, PhD, EI, Civil Engineer II  
**DATE:** October 19, 2021  
**SUBJECT:** Site Plan – Creekside Condos

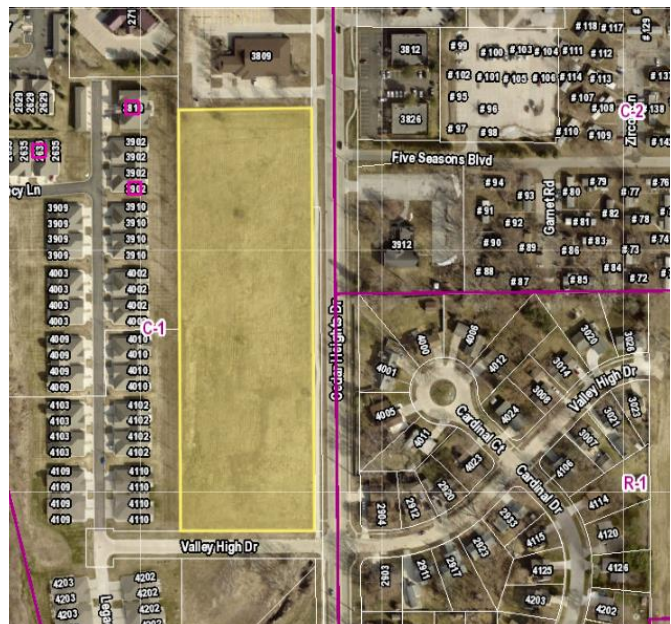
**REQUEST:** Approve site plan for six 12-plex buildings in the R-P Planned Residence District. (Case #SP21-010)  
**PETITIONER:** Dan Levi; Levi Architecture  
**LOCATION:** Northwest corner of Cedar Heights Drive and Valley High Drive

### PROPOSAL

The applicant is seeking to build a medium density residential condominium development along Cedar Heights Drive north of Valley High Drive. This includes six 12-plex buildings that are 42 feet in height (three stories), each having an attached garage that provides one garage stall for each unit. Additional uncovered parking is also provided in order to meet the parking requirement.

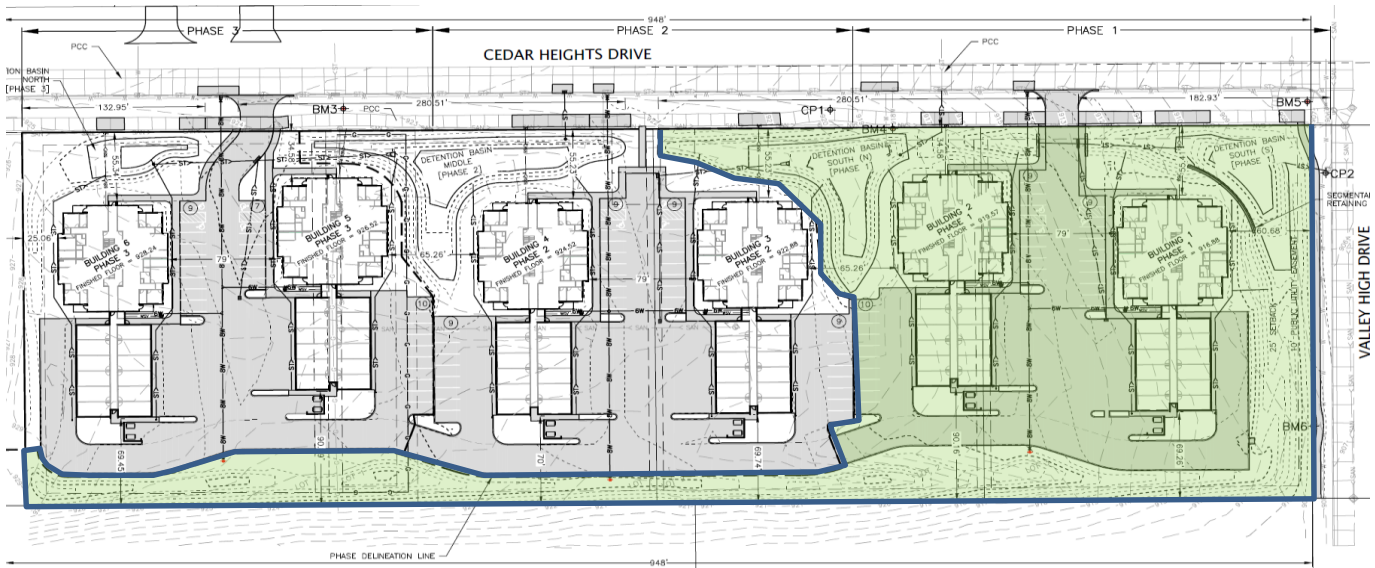
### BACKGROUND

The area proposed for development is in the process of being rezoned from C-1 to R-P (RZ21-005) with a final City Council vote to take place on November 1<sup>st</sup>, 2021. This area is also in the process of preliminary (PP21-005) and final (FP21-002) platting concurrently with this site plan request where lots are being combined, easements are being reconfigured, and a small piece of land is being dedicated to the City to provide more space for a public sidewalk. These original parcels and the



surrounding area on three sides were zoned C-1 Commercial in 2005. The northernmost parcel was platted in 1990 and the other three were platted in 2007.

Below is the development site plan provided by the applicant featuring six 12-plex buildings, attached garages, and additional parking (See also full site plan set attached). Also detailed is the stormwater management infrastructure planned for the site. Highlighted in green is the first phase of the grading plan which completes an entire proposed berm to border the west edge of the property. This was a concession made for neighbors on the west who were unsure when the 2<sup>nd</sup> and 3<sup>rd</sup> phases would go in.



**ANALYSIS**

The purpose of the R-P Planned Residence District is to provide for the orderly planned growth of residential developments in larger tracts of land. For initial development plans, the R-P Planned Residence District requires review and approval by the Planning and Zoning Commission and City Council. That review typically involves a master plan where several parcels are involved. That master plan then becomes the document by which to judge future development. The Commission recently recommended approval of the rezoning and associated master plan. The applicant now requests full review of a detailed site plan as anticipated with the developmental procedures agreement included as part of the rezoning. The submitted site plan, landscaping plan, and stormwater management plan must be consistent with the master plan and developmental procedures agreement approved with the rezoning and must meet all other City Code requirements.

The following is an analysis of the proposed site plan for the Creekside Luxury Condos development.

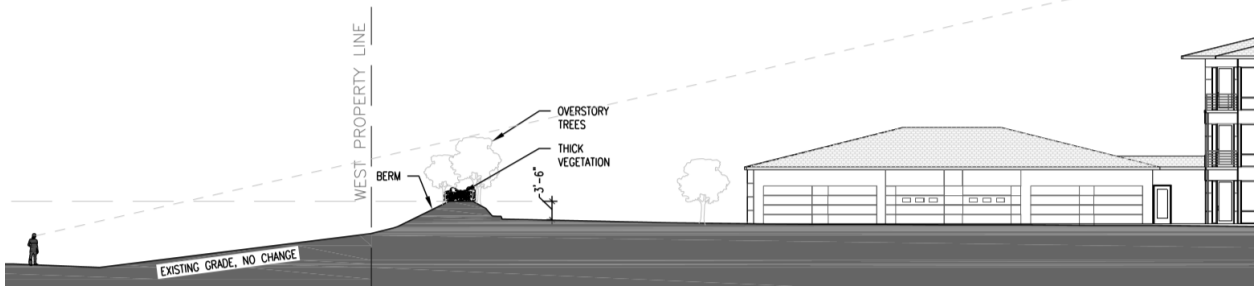
- Below is a table of the spatial requirements that would apply to this project along with the proposed figures:

	<u>Required</u>	<u>Proposed (consistent with approved Master Plan)</u>
<b>Front Yard Setback:</b>	Min. 20 feet	34 feet (closest building); 55 feet (furthest building)

<b>Rear Yard Setback:</b>	Min. 35 feet	69 feet (closest building); 90 feet (furthest building)
<b>Side Yard Setback:</b>	Min. 10 feet (25 feet total of both sides)	25 feet on north and 60 feet on south
<b>Lot area minimum:</b>	14,800 square feet per 12-plex (44 units per acre in the R-4 District)	46,391 square feet per 12-plex (11.3 units per acre)
<b>Height:</b>	N/A	3 stories; 42 feet

Concern about the height and number of units has been expressed by members of the neighboring HOA to the west. The applicant seems to adequately address these concerns by providing a substantial buffer that more than meets the landscape requirements, and having the buildings set back a minimum of 69 feet. The buildings at that setback are only 1 story and the 3-story 42-foot structures are 170 feet minimum from the west property line. Both of these measures are substantial by general privacy standards in the City. The submitted site plan is consistent with the master plan submitted with the rezoning.

2. Since Cedar Heights Drive is an arterial street and previous plats limit the number of driveways, only two access points will be allowed to ensure a smooth traffic flow. This requirement is detailed in both the proposed deed of dedication and a developmental procedures agreement that was executed as part of the rezoning to R-P. The applicant's proposal shows two access points, both on Cedar Heights Drive. A third access point may be allowed on Valley High Drive, however the applicant has opted not to provide that access point due to slope and elevation issues. The site plan is consistent with the master plan and developmental procedures agreement submitted with the rezoning.
3. The landscape plan is substantially similar to the landscape plan that was filed with the master plan, but has been improved to ensure proper screening of the parking and that the interior of the parking lot has shade trees as required by code. Parking lot screening at the height of 6 feet is required along property lines abutting neighbors and 3 feet for parking areas that are in view of street frontages. The proposed plan features a 3.5 to 6-foot berm along the west edge of the property with trees, shrubs, and other plants on top of it which are required to have a height of 3 feet at planting. Below is an exhibit that was created to demonstrate to the neighbors how these measures will soften the view from their rear yards and effectively screen the taller buildings from view. Staff finds that this is a good solution to help screen and separate the lower intensity residential development to the west and the taller buildings proposed with this development.



The proposed plan also provides a 6-foot high screen of the parking along the north and a 3-foot screen at appropriate places along Cedar Heights Drive and Valley High Drive. Staff finds that the proposed landscape plan provides sufficient screening.

4. Below is the provided landscape plan (see attached detailed landscaping plan). This plan shows the necessary screening of parking areas along property lines and street frontages as previously discussed. The parking code also requires trees in the interior of the parking area at the rate of 1 per 21 parking spaces which comes to 8 overstory trees required to give shade to parking spaces. The applicant provides two trees in each parking area between buildings which comes to a total of 10 internal trees. In addition to these, there are other trees dispersed in spaces that make sense to beautify and provide variety around paved areas. Trees are also required around the periphery of the parking area (including street trees) at the rate of 1 per 50 lineal feet of parking area. The landscape plan more than meets this requirement when considering all of the overstory, ornamental, and coniferous trees provided. The landscaping plan provides the necessary details on species, planting size, and height at maturity. Staff finds this detailed plan is consistent with what was discussed at rezoning with regard to buffering along the west property line and adds additional detail on parking lot landscaping and landscape buffer along the north and south lot lines as well.

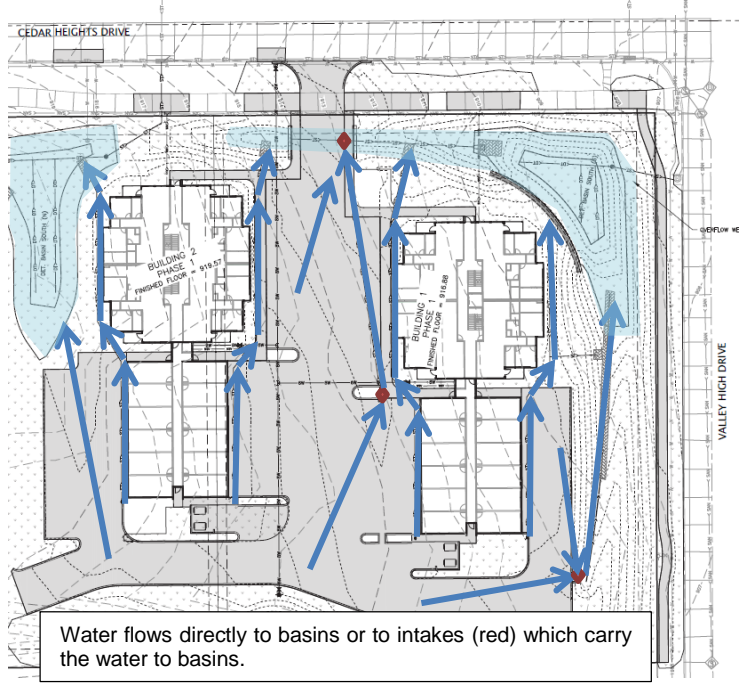


5. Phasing is also noted on the above landscape plan which shows the southernmost buildings built first (on the right). Installation of the public sidewalk along the South border will be part of phase 1. Construction will progress northward (to the left), two



buildings at a time as market conditions demand. This is consistent with the phasing outlined in the developmental procedures agreement entered into in conjunction with the rezoning. This phasing also ensures a seamless rollout of the stormwater management plan where the largest portion of the infrastructure is taken care of in the first phase.

6. A flooding issue off-site in the rear yards of the neighbors to the west was a topic of discussion during public hearings for the rezoning. It should be noted that with development the stormwater from the proposed development will be managed in contrast to the uncontrolled run-off from what is currently a vacant lot. Based on the submitted stormwater management plan, the stormwater that falls on all paved surfaces will be directed to the east (away from the area prone to flooding) to a series of landscaped basins along Cedar Heights Drive. Pictured to the right is an illustration of how water will flow to intakes which are piped to the basins. See additional Technical Review comments below for more information.



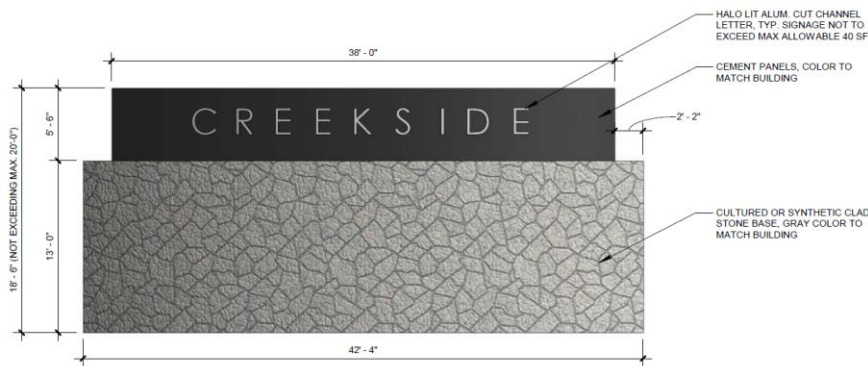
Water flows directly to basins or to intakes (red) which carry the water to basins.

7. The submitted elevation drawings and material details are consistent with what was submitted with the master plan. The bulk of the facades are made up of windows, cement paneling, and corrugated metal paneling along with some other accent materials. Renderings are also included in the attachments.





8. Signage in the R-P District is reviewed and approved administratively the same as any other residential district. A separate sign permit will be required at the time of development. While a formal sign application has not yet been filed, the applicant has provided renderings and dimensions of a monument sign in the southeast corner of the property to display the name of the development. The proposed sign is within the height limit (20 feet) and the applicant noted on the rendering that the sign area (lettering) is not to exceed the code limit of 40 square feet. Below are images from the provided renderings.



### TECHNICAL COMMENTS:

Engineering staff notes that the stormwater management plan meets City Code requirements. As for the flooding concern to the west, the stormwater management report states: "An earth berm is to be constructed along the west edge of the property to reduce lost runoff to neighboring properties. Runoff to the west from a 100 year event should be reduced from 2.23 cubic feet per second to 0.48 cubic feet per second." The efforts made along the western boundary will prevent a significant amount of sheet flow from ever having the opportunity to flow on to those adjacent properties.

The public sidewalk bordering the property on the South along Valley High Drive will be installed as part of this project. Also, portions of the trail along Cedar Heights will be repaired as indicated on the site plan.

Cedar Falls Utilities (CFU) has reviewed the site plan for the Creekside Condos. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU.

The developer is responsible for the construction of a properly sized water system from the existing 8" water main along Cedar Heights Drive. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Cedar Falls Public Safety will need to review the site plan and determine the quantity and location of the private fire hydrants on the site.

All existing water services not being reused will be required to be terminated at the water main in accordance with the Cedar Falls Utilities water service policy. New water services shall be connected to the existing water main with tapping-in valve/sleeve.

The landscaping plan shows trees and other landscaping features in the right of way and utility easements. Removal and replacement of the trees or any other landscaping located within these areas that may be disturbed by utility maintenance, repair, or replacement is the responsibility of the property owner.

A notice was mailed to property owners within 300 feet of the property under consideration on October 20, 2021 regarding this site plan.

### STAFF RECOMMENDATION

At their meeting on November 10, 2021 the Planning and Zoning Commission reviewed this

proposal to build six 12-plex units at the northwest corner of Cedar Heights Drive and Valley High Drive and recommended approval with a vote of 7 to 0 (2 abstained). The Community Development Department also reviewed the proposal and recommends approval.

### PLANNING & ZONING COMMISSION

Introduction 10/27/2021 The next item of business was a site plan for the Creekside Luxury Condos. Chair Leeper introduced the item and Mr. Larson recused himself from the item. Mr. Sevy provided a rendering of the site plan and noted that it conforms substantially to the master plan that was approved as part of the rezoning process. The density requirements are also met. He discussed the landscape plan, building elevations, signage, neighborhood concerns and solutions. He displayed a rendering of the stormwater management plan. The item is currently for discussion at this time.

Dan Levi, Levi Architecture, 1009 Technology Parkway, noted that they have been working with the city for several months and have had a chance to have the developer to have several meetings with the surrounding neighbors.

John Lane, 3909 Legacy Lane, stated that most of the people in his HOA were opposed to the rezoning that has passed. He explained that they would prefer that the project start at the north end instead of the south in case the project is not completed. They also prefer that the berm and foliage is completed before the rest begins.

James Meehan, 2403 Legacy Lane Unit 2, stated that the southern HOA in the Legacy Lane area shares the same concerns and joins with their recommendations.

Mr. Lane spoke again regarding the water issues.

Mr. Meehan stated that he doesn't believe that anyone has gone out to look at the drainage control berm and feels that it should be looked into further. He feels that the cut in the berm let the drainage come through.

Mr. Leeper asked Mr. Levi to explain what happens in the first phase with regard to the control of the water. Mr. Levi explained that as they're moving dirt when they build the first two buildings to the south, there will be a lot of excess dirt that will be left on the site north and west of the parking lot. This will catch the water as it comes from the north to the south, directing it toward the southeast corner of the undeveloped remaining lots.

Mr. Lane spoke again regarding the phasing and retaining ponds.

Ms. Saul commented that the water problem that is being brought up is not on the property being discussed. The concern is that the project doesn't create more water issues. Ms. Howard confirmed that they have to show that they meet the stormwater management requirements for their site and how it will be routed from the site and not cause additional issues on the neighbors' property.

Mr. Holst asked if putting in the berm right away is an option so that it can adjust

the water issues right away. Ms. Howard stated that this would be a question for the applicant.

The item was continued to the next meeting.

Discussion  
and Vote  
11/10/2021

Chair Leeper introduced the item and Mr. Sevy provided background information. He explained that site plan conforms substantially to the approved Master Plan. He explained that the buildings are set back appropriately and placed exactly as in the Master Plan as well. Requirements regarding access points and density have been met. The developer has proposed a slightly different grading plan that includes completion of the berm in the first phase of the project. The landscape plan, elevations and materials, and signage plans all meet requirements as well. The stormwater management plan has been approved by the Engineering department and the flooding issue is anticipated to be improved. A rendering of the plan was provided. Staff recommends approval subject to any comments or direction from the Commission and conformance with all staff recommendations and technical comments.

Dan Levi, Levi Architecture, 1009 Technology Parkway (project architect), explained that the developer has been working on this with the city for some time to vet out any concerns and work out any issues.

John Lane, 3909 Legacy Lane, stated that he met with Mr. Sevy recently and most of his questions were answered at that time. He asked for clarification that once the site plan is approved no changes can be made by the developer.

Ms. Lynch expressed her support for the project. Mr. Holst stated that his biggest issue with the drainage and feels that the berm will eliminate potential water issues. Mr. Leeper thanked the community and the developer for their part in the process.

Ms. Lynch made a motion to approve the item. Ms. Saul seconded the motion. The motion was approved with 7 ayes (Crisman, Hartley, Holst, Leeper, Lynch, Moser and Saul), 0 nays and 2 abstentions (Grybovych and Larson).

Attachment: Site Plan Documents  
Grading Phasing Plan  
Landscape Plan  
Renderings  
Public Comment Filed  
Photos of flooding to the West

# CREEKSIDE LUXURY CONDOS

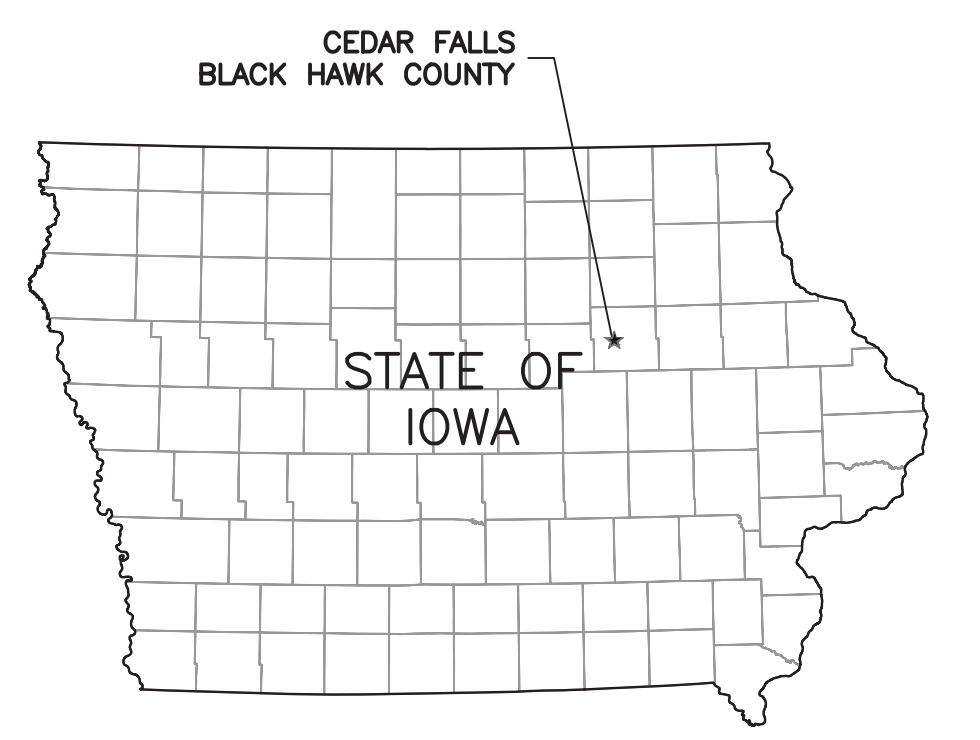
FOR

## LG COMPANIES, LLC CEDAR FALLS, IOWA

19-972

BLACK HAWK COUNTY

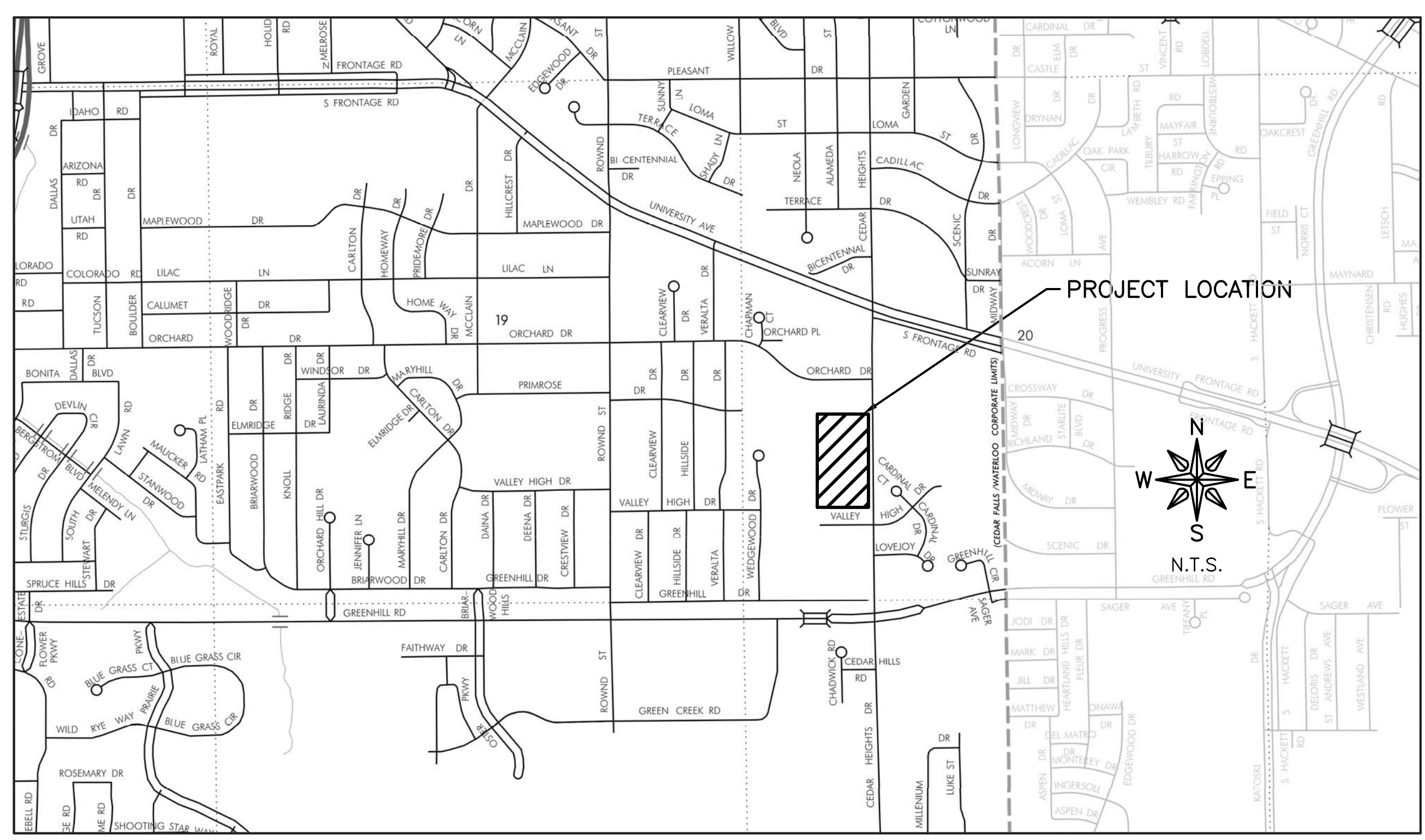
10/15/2021



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
CO.1	TITLE
CO.2	LEGEND
CO.3	SITE DEVELOPMENT PLAN
CO.4	TRAFFIC CONTROL PLAN AND GENERAL NOTES
C1.1	REMOVALS PLAN - ALL PHASES
C2.1	STORM AND GRADING PLAN - PHASE 1
C2.2	WATER AND SANITARY PLAN - PHASE 1
C2.3	STORM AND GRADING PLAN - PHASE 2
C2.4	WATER AND SANITARY PLAN - PHASE 2
C2.5	STORM AND GRADING PLAN - PHASE 3
C2.6	WATER AND SANITARY PLAN - PHASE 3
C3.1	PAVING PLAN - SOUTH OF BUILDING 1 - PHASE 1
C3.2	PAVING PLAN - BUILDING 5 AND 6 - PHASE 1
C3.3	PAVING PLAN - NORTH OF BUILDING 2 - PHASE 1
C3.4	PAVING PLAN - SOUTH OF BUILDING 3 - PHASE 2
C3.5	PAVING PLAN - BUILDING 3 AND 4 - PHASE 2
C3.6	PAVING PLAN - NORTH OF BUILDING 4 - PHASE 2
C3.7	PAVING PLAN - SOUTH OF BUILDING 5 - PHASES 2 & 3
C3.8	PAVING PLAN - BUILDING 5 AND 6 - PHASES 2 & 3
C3.9	PAVING PLAN - NORTH OF BUILDING 6 - PHASE 3
C3.10	PAVING PLAN - RETAINING WALLS AT ENTRANCES - ALL PHASES
C4.1	RETAINING WALL PLAN - PHASE 1
C5.1	SWPPP - INITIAL DISTURBANCE - PHASE 1
C5.2	SWPPP - SITE CONSTRUCTION - PHASE 1
C5.3	SWPPP - FINAL STABILIZATION - PHASE 1
C5.4	SWPPP - INITIAL DISTURBANCE - PHASE 2
C5.5	SWPPP - SITE CONSTRUCTION - PHASE 2
C5.6	SWPPP - FINAL STABILIZATION - PHASE 2
C5.7	SWPPP - INITIAL DISTURBANCE - PHASE 3
C5.8	SWPPP - SITE CONSTRUCTION - PHASE 3
C5.9	SWPPP - FINAL STABILIZATION - PHASE 3
C6.1	LANDSCAPING PLAN - ALL PHASES

THIS PROJECT IS COVERED BY IOWA DNR NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2. AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS.

THE 2020 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2020), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



LOCATION MAP

DEVELOPMENT PARTNERS



OWNER	LG COMPANIES, LLC
ADDRESS	4104 WEDGEWOOD DRIVE CEDAR FALLS, IOWA 50613
P#	

OWNER REPRESENTATIVE	DAN LEVI, LEVI ARCHITECTURE
ADDRESS	1009 TECHNOLOGY PARKWAY CEDAR FALLS, IOWA 50613
P#	319.277.5636

DESIGN MANAGER	ALEX J. BOWER
	ABOWER@FEHR-GRAHAM.COM
DESIGN PROFESSIONAL	NATHAN P. KASS, P.E., P.L.S.
FIRM	FEHR GRAHAM
ADDRESS	200 5TH AVENUE SE, SUITE 100 CEDAR RAPIDS, IA 52401
P#	319.294.6909

# FEHR GRAHAM

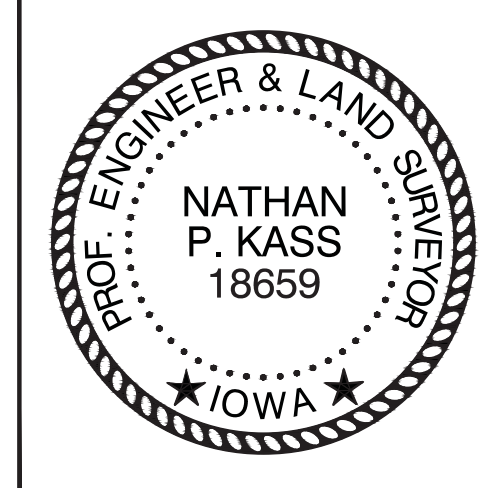
ENGINEERING & ENVIRONMENTAL

ILLINOIS IOWA WISCONSIN

CEDAR RAPIDS, IOWA  
200 5TH AVENUE SE, SUITE 100  
CEDAR RAPIDS, IA 52401  
P# (319) 294-6909



PERMIT



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nathan P. Kass, P.E. & P.L.S. Date  
License Number 18659  
My license renewal date is December 31, 2021.  
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 19-972		DATE CREATED: 10/15/2021
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS

Table of abbreviations including symbols for civil, water, storm sewer, erosion control, and utility. Includes terms like <, ABC, ACI, AGR, AISC, ALT, ARCH, ASPH, ASTM, B, BFP, BIT, BLDG, BLK, BM, BOT, BSMT, BV, B-W, CL, C to C, C & G, CF, CHD, CI, CHK, CLR, CMP, CMU, CTY, CONC, CONT, C-B, COORD, CU, CTRS, CS, D, DEP, DET, DIAG, DIM, DI, DN, DNSTR, DP, DWG, E, EJ, EL, EP, EQIP, EQUIV, EW, EXP, EX, EXIST, EXT, E =, FD, FDN, FE, FF, FIL, FIN, FL, FLR, FM, FND, FRMG, FTG, F-F, GA, GI, GRD, GRS, GRT, GY, GYP, HSE, HC, HMA, HNGR, HORIZ, H.P., HW, HWH, I, ID, INT, INV, IP, JUST, L, LAT, LAV, LF, L.P., LT, MAX, ME, MH, MIN, MJ, MTL, N, No. or #, NOM, NTS, OC, OD, OO, OPNG, OPP, PC, PCC, PCF, PDP.

Table of abbreviations including symbols for civil, water, storm sewer, erosion control, and utility. Includes terms like PE, PI, PL, PLG, PLP, PLYWD, PM, PR, PRC, PRESS, PR, PROP, PRV, PSP, PSI, PSL, PT, PLG, PVC, R, RDCR, RDCP, RCP, RD, REINF, REQD, ROW, RFT, RND, RR, RRS, RT, R&R, S, SB, SCHED, SEC, SF, SHR, SHT, SHTG, SP, SPA, SPEC, SQ, SS, STA, STD, STL, STRUCT, SW, SY, SYM, TAN, TBC, TBM, TD, THK, TR, TY, TYP, U.O.N., UP, UPSTR, UR, USGS, VC, VCP, VERT, VOL, VPC, VPI, VPRC, VPT, W, WC, WF, WM, WMQ, WV, WGT, WP, WS, WWF, W/W, W/O, XP.

HATCH PATTERNS table with columns for Earth - Fill, Earth - Undisturbed, Rock (Geological), Stone or Rip Rap, Gravel, Concrete, Concrete Block, CMU, Asphalt Pavement, Brick, Steel, Insulation (Loose/Batt), Insulation (Rigid), Wood (Rough), Wood (Blocking), Wood (Finish), and Detectable Warning.

SYMBOLS

Table of symbols for CIVIL, including existing and proposed symbols for right-of-way lines, property lines, centerlines, setback lines, easement lines, section lines, coordinate points, found or set property pins, right-of-way markers, benchmarks, contour lines, spot elevations, fence lines, silt fence lines, curbs and gutters, tip out curbs, sawcuts, deciduous and coniferous trees, tree stumps, hedgerows, bushes, tree lines, construction limit lines, signs, guard rails, railroad tracks, buildings, mailboxes, flagpoles, bollards, and air conditioners.

Table of symbols for MISC, including existing and proposed symbols for soil boring locations, monitoring wells, revision numbers, and detailed area outlines.

Table of symbols for SANITARY SEWER, including existing and proposed symbols for sanitary sewers, sewer services, force mains, cleanouts, manholes, and wye fittings.

Table of symbols for WATER, including existing and proposed symbols for water services, pipes, fire and yard hydrants, valves with boxes, curb stops, reducers, vaults, bends, tees, caps, meters, sprinkler heads, and tracer wire boxes.

Table of symbols for STORM SEWER, including existing and proposed symbols for storm sewers, drain tiles, ditches, manholes, catch basins, inlets, downspouts, culverts, and end sections.

Table of symbols for EROSION CONTROL, including existing and proposed symbols for blankets, seeding areas, undisturbed areas, construction entrances, silt fences, inlet protections, sediment traps, culvert inlet protections, rock outlet protections, check dams, and ditch checks.

Table of symbols for UTILITY, including existing and proposed symbols for fiber optic lines, TV cables, overhead utilities, electric risers, manholes, telephones, poles, transformers, lights, and gas infrastructure.

Table of symbols for TRAFFIC RELATED, including existing and proposed symbols for controllers, signal heads, pedestrian heads, hand holes, junction boxes, luminaires, and various traffic control devices like detector loops and control boxes.

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL logo and address: ILLINOIS, IOWA, WISCONSIN.

OWNER/DEVELOPER: LG COMPANIES, LLC, 4104 WEDGEWOOD DRIVE, CEDAR FALLS, IOWA 50613.

PROJECT AND LOCATION: CREEKSIDE LUXURY CONDOS, CEDAR FALLS, IOWA.

DRAWN BY: AJB, APPROVED BY: NPK, DATE: 07/16/2021, SCALE: AS NOTED.

REVISIONS table with columns for REV. NO., DESCRIPTION, and DATE.

DRAWING: LEGEND, SET TYPE: PERMIT, G:\C30\19-972 Cedar Heights Condos\19-972 Title Sheets.dwg, C02.

JOB NUMBER: 19-972, SHEET NUMBER: C0.2.

# SITE DEVELOPMENT PLAN CREEKSIDE LUXURY CONDOS

SITE ADDRESS - CEDAR HEIGHTS DRIVE  
LOTS 1-3, HANNA PARK COMMERCIAL ADDITION & LOT 4,  
HANNA'S P.A. ADDITION.

OWNER  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

ARCHITECT  
LEVI ARCHITECTURE  
1009 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

ZONING: (CURRENT) C-1 NEIGHBORHOOD COMMERCIAL  
(PROPOSED) R-P PLANNED RESIDENTIAL

LOT INFORMATION  
LOT SIZE: 278,124 S.F. / 6.38 ACRES

SETBACK REQUIREMENTS (PER PLAT)  
FRONT: 25'  
REAR: 25'  
SIDE: 25'

BUILDING AND LOT USE  
PROPOSED  
BUILDING HEIGHT AT PEAK - 41'-8"  
BUILDING FOOTPRINT: 10,500 S.F. (EACH)  
BUILDING FOOTPRINT: 63,000 S.F. (TOTAL) (22.7%)  
TOTAL PAVEMENT & SIDEWALKS: 107,446 S.F. (38.6%)  
TOTAL VEGETATED SURFACE: 107,678 S.F. (38.7%)

EXISTING  
BUILDING FOOTPRINT: N/A  
TOTAL PAVEMENT & SIDEWALKS: N/A  
TOTAL VEGETATED SURFACE: 278,124 S.F. (100%)  
DENSITY - 48 UNITS/6.38 ACRES = 7.5 UNITS/ACRE  
PARKING DATA (PROPOSED)  
TOTAL REQUIRED PARKING:  
DWELLING, MULTI-UNIT: TWO PARKING SPACES PER  
DWELLING UNIT, PLUS ONE ADDITIONAL PARKING  
SPACE FOR EACH BEDROOM IN EACH DWELLING  
UNIT IN EXCESS OF TWO BEDROOMS. ONE  
ADDITIONAL STALL SHALL BE PROVIDED FOR  
EVERY FIVE UNITS IN EXCESS OF FIVE UNITS  
FOR VISITOR PARKING.  
72 TWO BEDROOM UNITS = 144 SPACES  
VISITOR PARKING = 15 SPACES  
TOTAL SPACES = 159 SPACES

TOTAL PROVIDED PARKING - 162 PARKING STALLS  
(12 HANDICAP)  
(150 STANDARD)

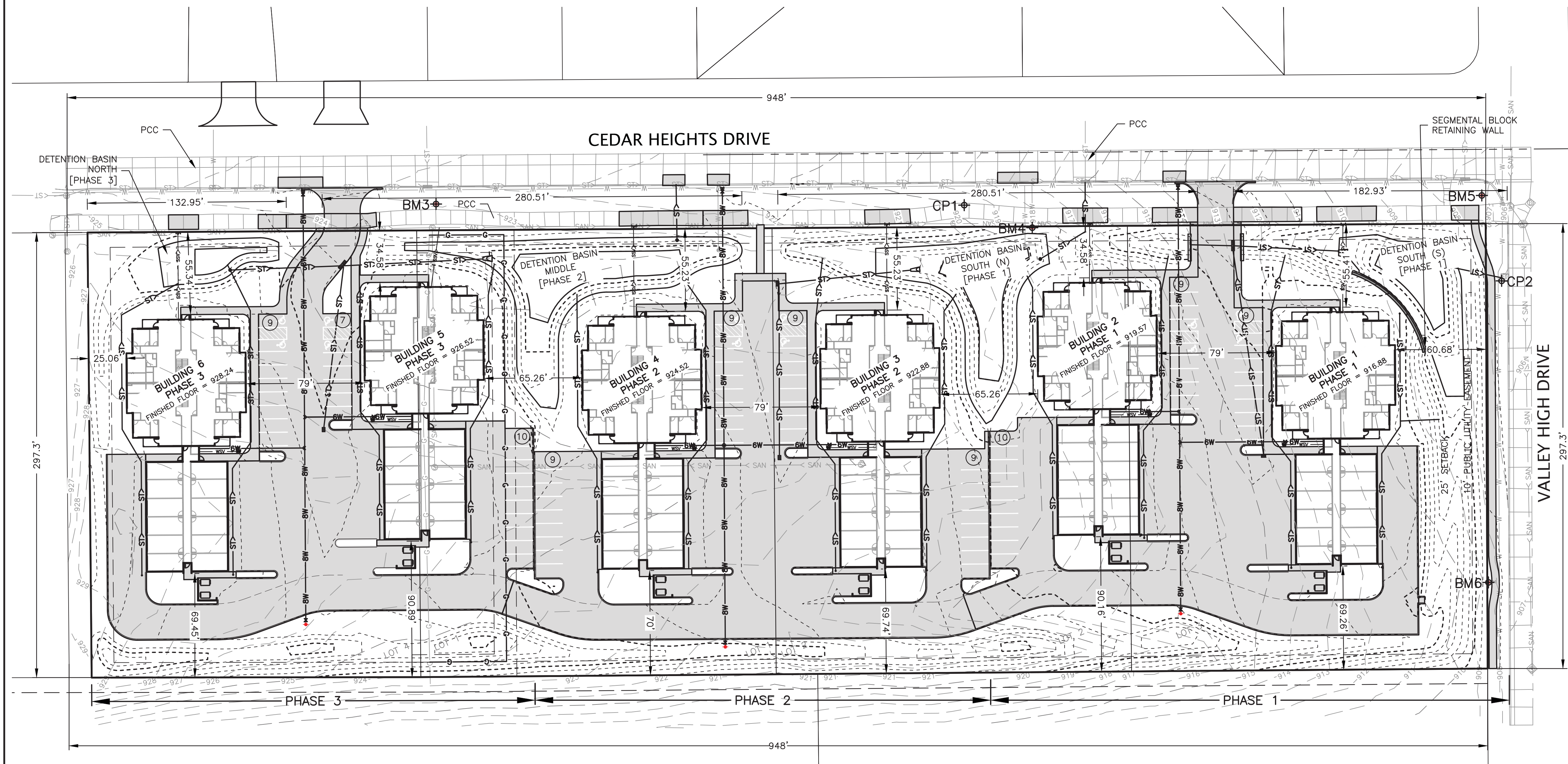
FLOOD PLAIN - N/A  
WETLAND - N/A  
PHASING  
PROJECT PLANNED TO BE CONSTRUCTED IN 3 PHASES, 2  
STRUCTURES PER PHASE. PHASE 1 TO HAVE A SINGLE  
DRIVEWAY FROM CEDAR HEIGHTS DRIVE. SECOND DRIVEWAY  
CONSTRUCTED IN PHASE 2 FROM CEDAR HEIGHTS DRIVE.

### DATUM INFORMATION

VERTICAL CONTROL: NAVD(88)  
HORIZONTAL CONTROL: NAD83 IOWA STATE PLANE NORTH ZONE,  
US SURVEY FEET

### CONTROL AND BENCHMARK INFORMATION

CP 1 = CUT X IN SIDWALK, WEST SIDE OF CEDAR HEIGHTS DR.,  
±360' NORTH OF VALLEY HIGH DR.  
N-3647766.17, E-5214792.42, ELEV-919.82  
CP 2 = CUT X ON CONCRETE INTAKE TOP NORTH SIDE OF  
VALLEY HIGH DR., WEST OF CEDAR HEIGHTS DR  
N-3647407.03, E-5214741.82, ELEV-906.28  
BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS  
DR., ±716' NORTH OF VALLEY HIGH DR.  
N-3648119.17, E-5214793.16, ELEV-925.04  
BM 4 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS  
DR., ±316' NORTH OF VALLEY HIGH DR.,  
N-3647720.71, E-5214777.34, ELEV-920.83  
BM 5 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS  
DR., ±18' NORTH OF VALLEY HIGH DR.,  
N-3647420.27, E-5214798.87, ELEV-909.39  
BM 6 = X ON HYDRANT BOLT, NORTH SIDE OF VALLEY HIGH  
DRIVE, ±270' WEST OF CEDAR HEIGHTS DR.,  
N-3647420.27, E-5214798.87, ELEV-909.39



REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SITE DEVELOPMENT PLAN  
SET TYPE: PERMIT  
G:\C30\19\19-972 Cedar Heights Condos\19-972 design.dwg, CO.3

JOB NUMBER:  
19-972  
SHEET NUMBER:  
C0.3

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/16/2021  
SCALE: AS NOTED

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

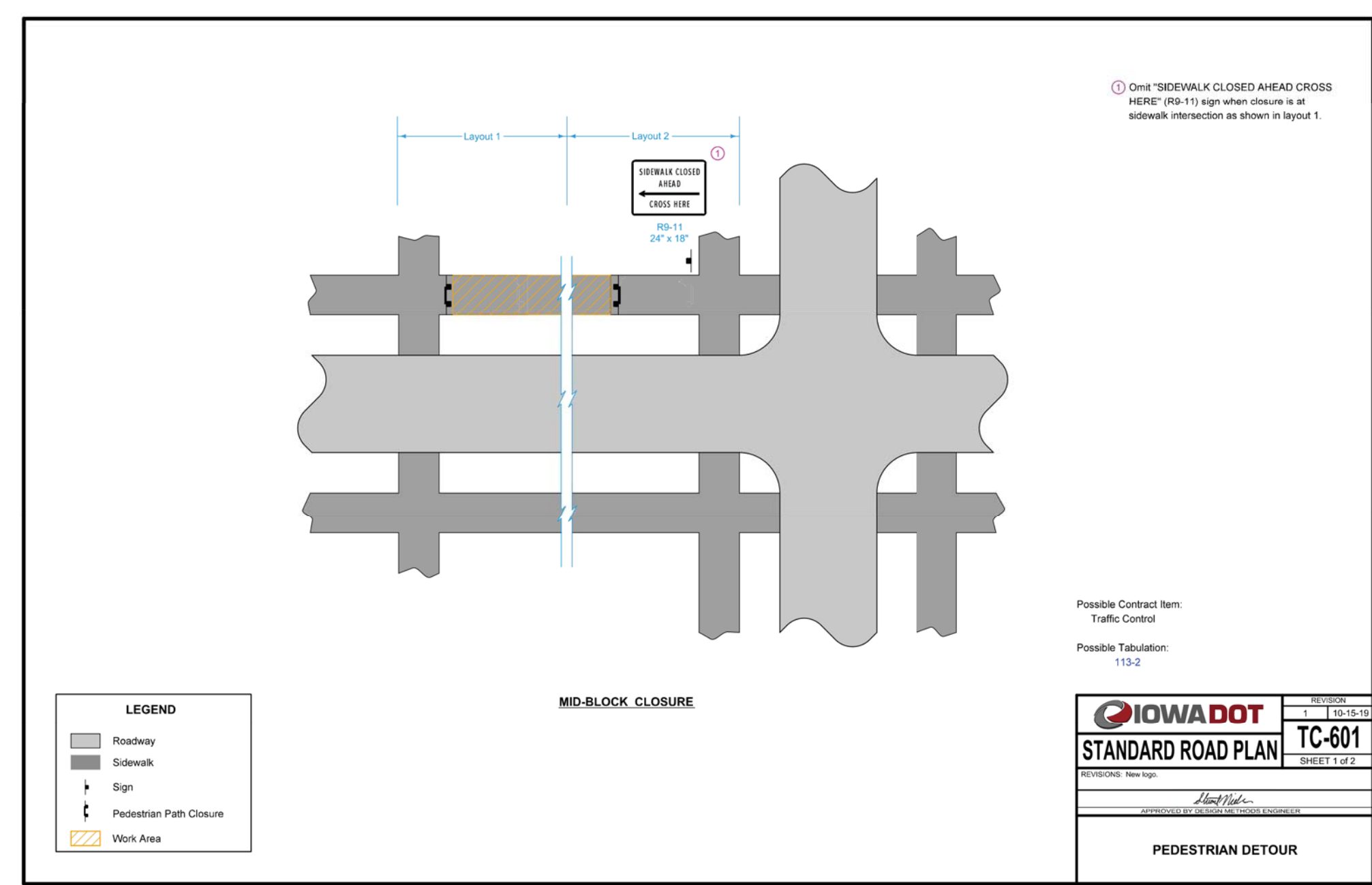
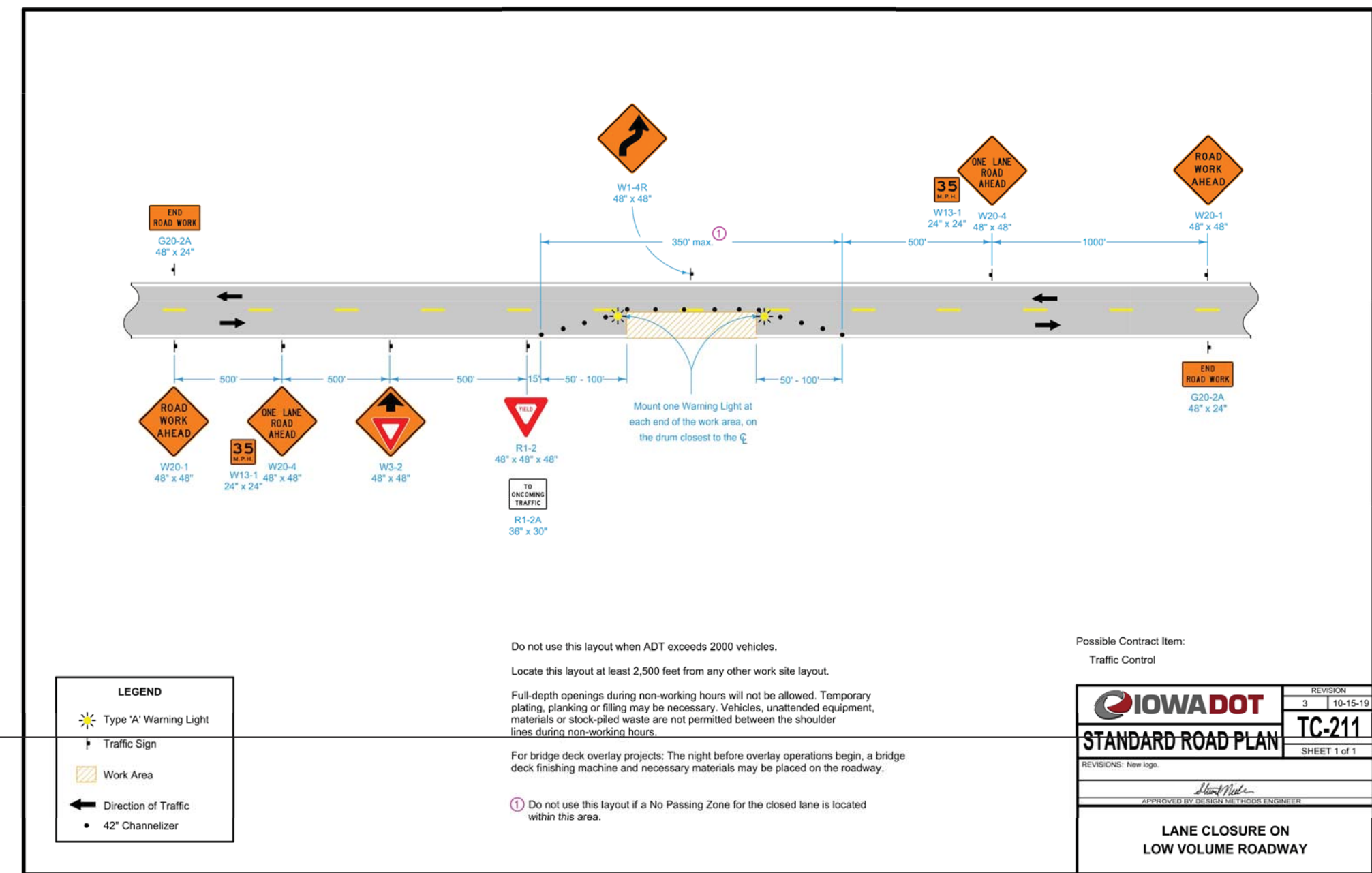
OWNER/DEVELOPER:  
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**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL  
ILLINOIS  
IOWA  
WISCONSIN



**TRAFFIC CONTROL**

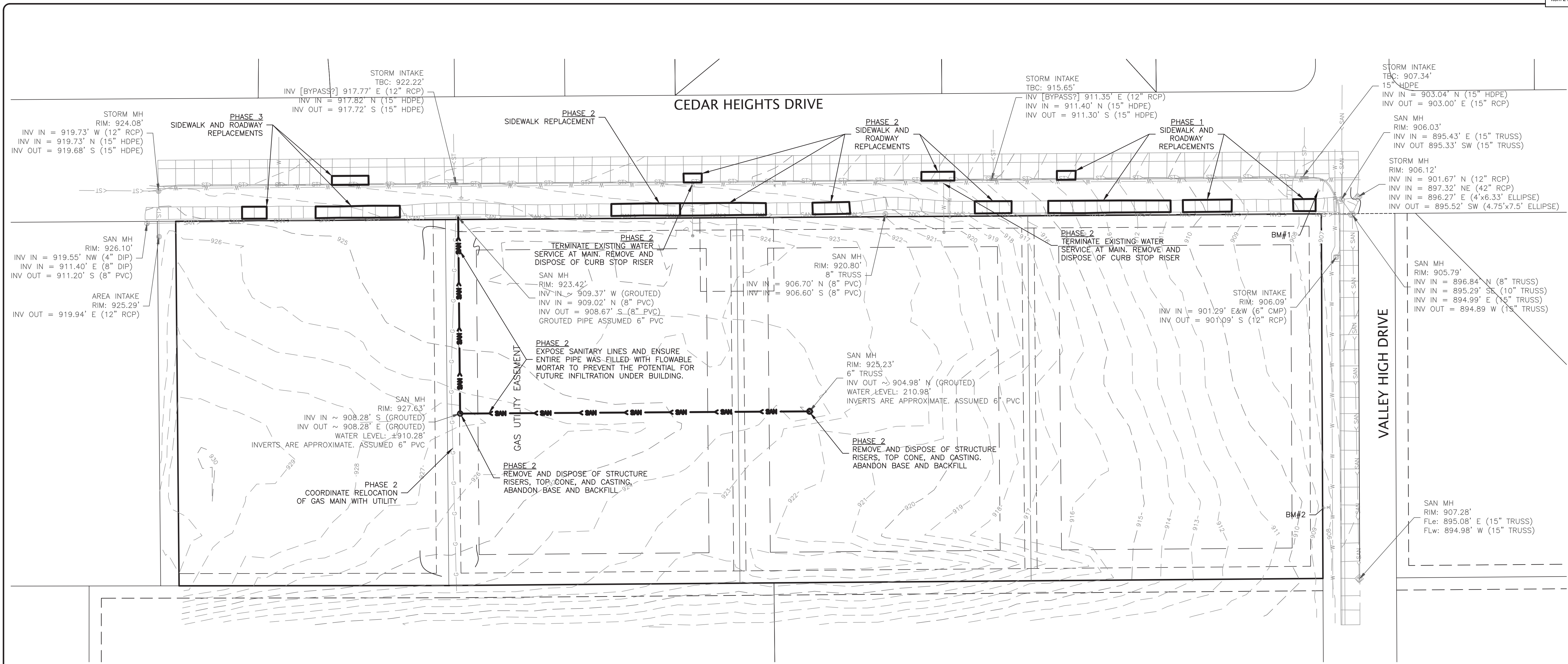
1. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH ALL APPLICABLE JURISDICTIONAL REQUIREMENTS.
2. ALL CONSTRUCTION WORK WITHIN CEDAR HEIGHTS DRIVE SHALL BE CONDUCTED WHILE OPERATING UNDER IOWA DOT STANDARD TC-211 OR AN ALTERNATIVE AS APPROVED BY THE JURISDICTION.
3. ALL WORK IMPACTING PUBLIC USE THE THE 10' PATH ALONG CEDAR HEIGHTS DRIVE SHALL BE CONDUCTED WHILE OPERATING UNDER IOWA DOT STANDARD TC-601 OR AN ALTERNATIVE AS APPROVED BY THE JURISDICTION.



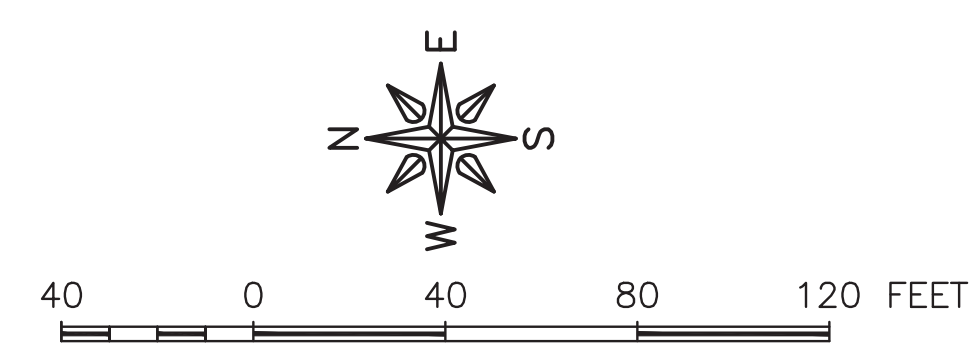
**GENERAL NOTES**

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY THE CITY OF CEDAR FALLS, PLUS PROJECT SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN. OMIT ALL OF DIVISION 1 EXCEPT THAT LISTED IN THE PROJECT SUPPLEMENTAL SPECIFICATIONS. OMIT PARAGRAPH 1.08 MEASUREMENT FOR PAYMENT IN ALL SECTIONS.
3. ANY QUANTITIES SHOWN ON THE CIVIL SHEETS (PER SHEET INDEX ON SHEET C0.1) ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUEST.
4. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE CONSTRUCTION MANAGER.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
7. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
15. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

REVISIONS		
REV. NO.	DESCRIPTION	DATE



- NOTES:**
- REFER TO PROPOSED IMPROVEMENT SHEETS FOR PURPOSE OF PAVEMENT REMOVALS
  - PORTIONS OF WORK IN PHASES 2 AND 3 MAY BE CONDUCTED IN ADVANCE, CONTRACTOR SHALL REVIEW THE SITE TO CONFIRM CONDITIONS.
  - THE EASEMENTS AND SETBACKS SHOWN ARE TO BE REPLATED AND WHERE REQUIRED VACATED AND PLATTED AS SHOWN ON THE IMPROVEMENT SHEETS



**BENCHMARK INFORMATION**

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N-3648119.17, E-5214793.16, ELEV-925.04

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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/16/2021  
SCALE: AS NOTED

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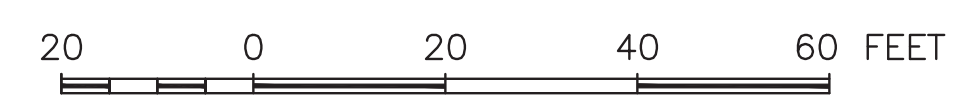
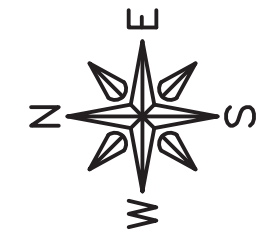
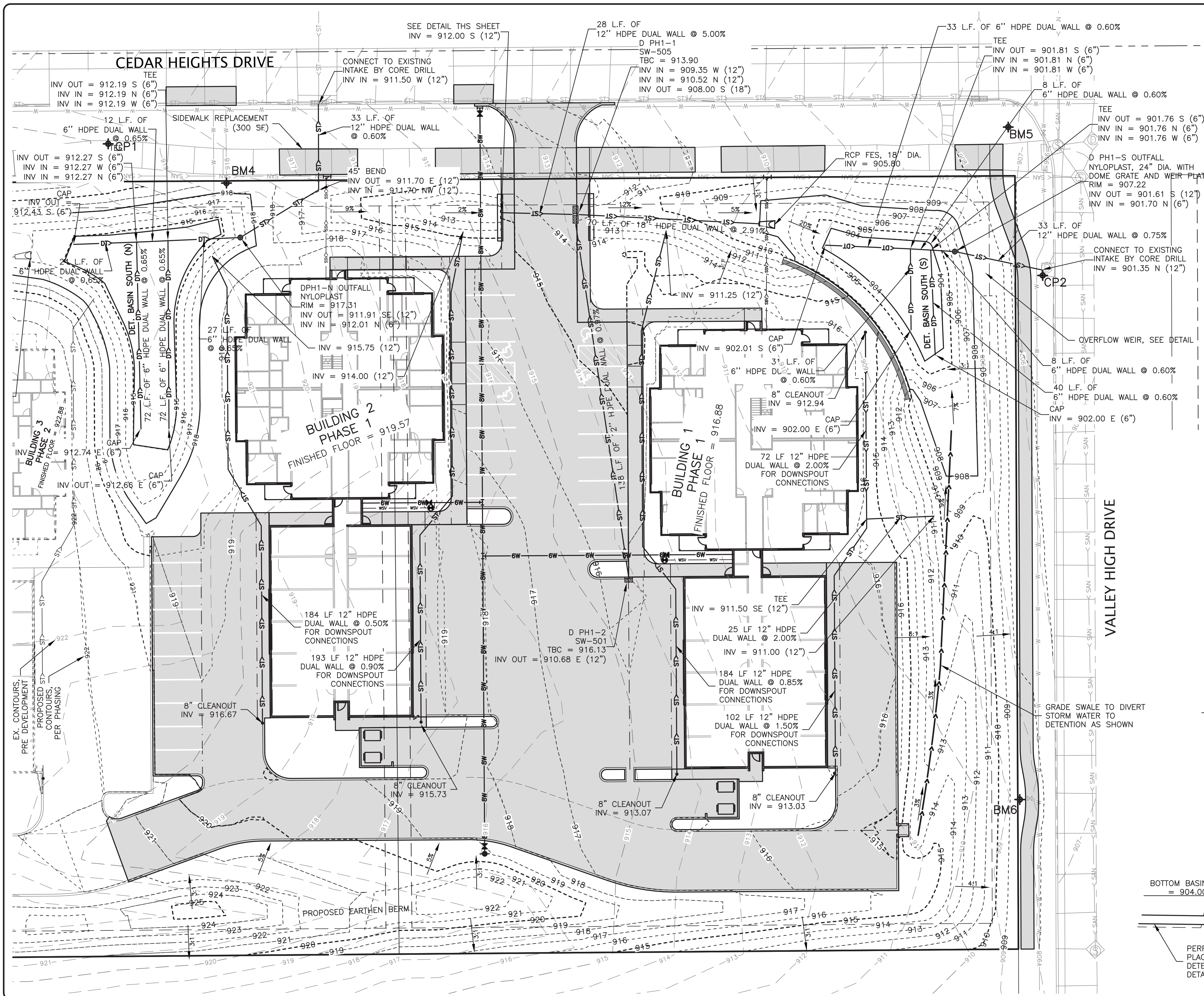
DRAWING:  
REMOVALS PLAN - ALL PHASES

SET TYPE: PERMIT

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JOB NUMBER:  
19-972

SHEET NUMBER:  
C1.1



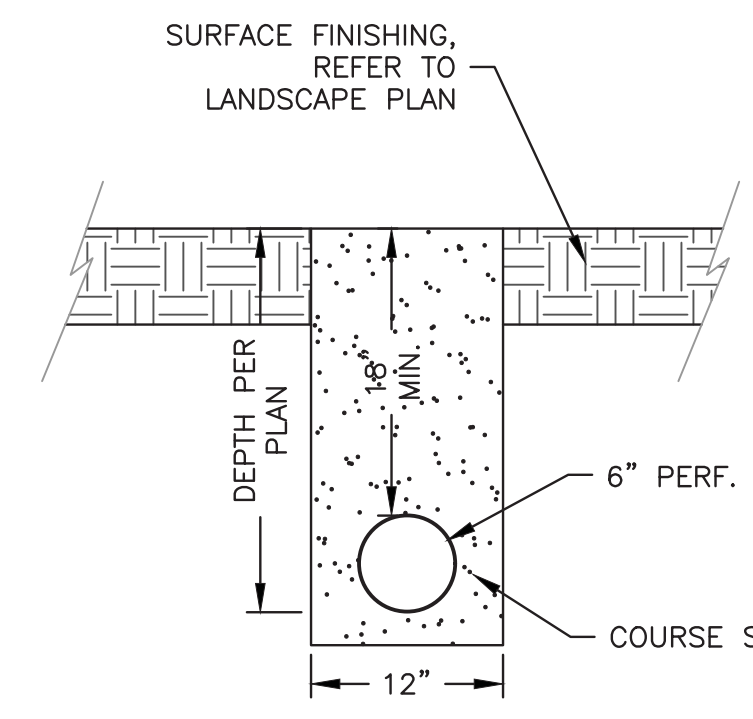
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CP1 = CUT X IN SIDWALK, WEST SIDE OF CEDAR HEIGHTS DR, ±360' NORTH OF VALLEY HIGH DR. N=3647766.17, E=5214792.42, ELEV=919.82

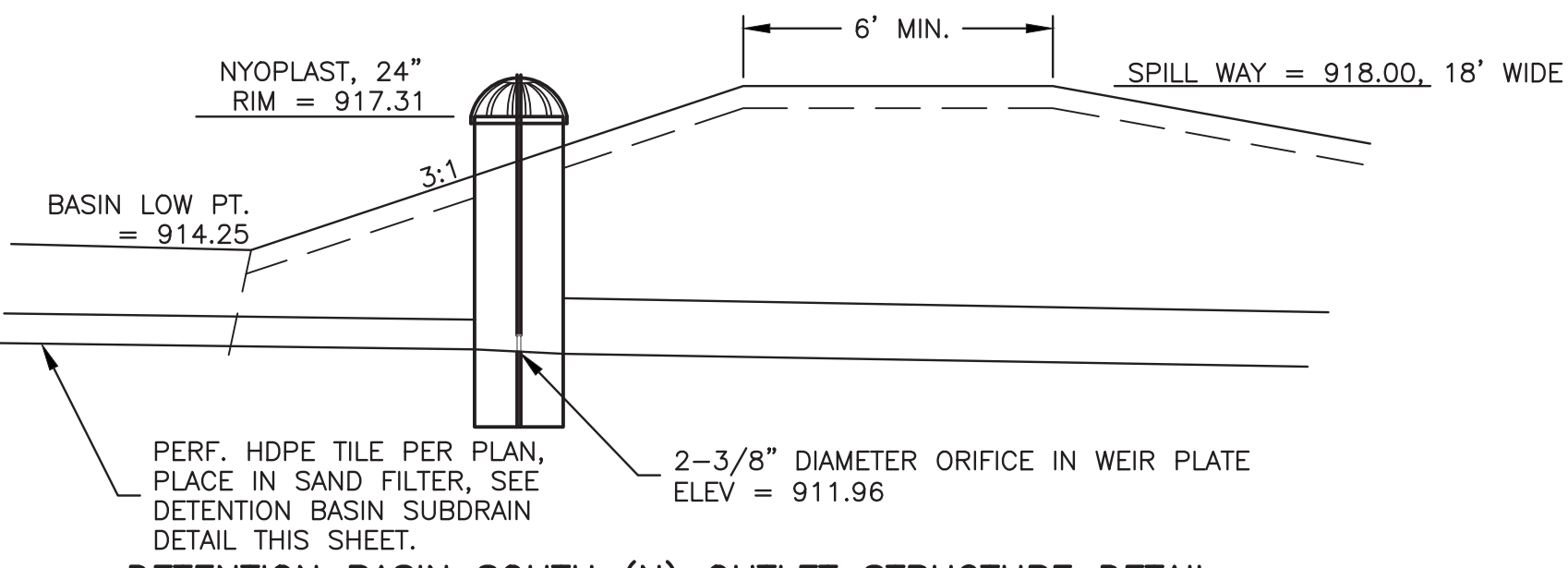
CP2 = CUT X ON CONCRETE INTAKE TOP NORTH SIDE OF VALLEY HIGH DR., WEST OF CEDAR HEIGHTS DR N=3647407.03, E=5214741.82, ELEV=906.28

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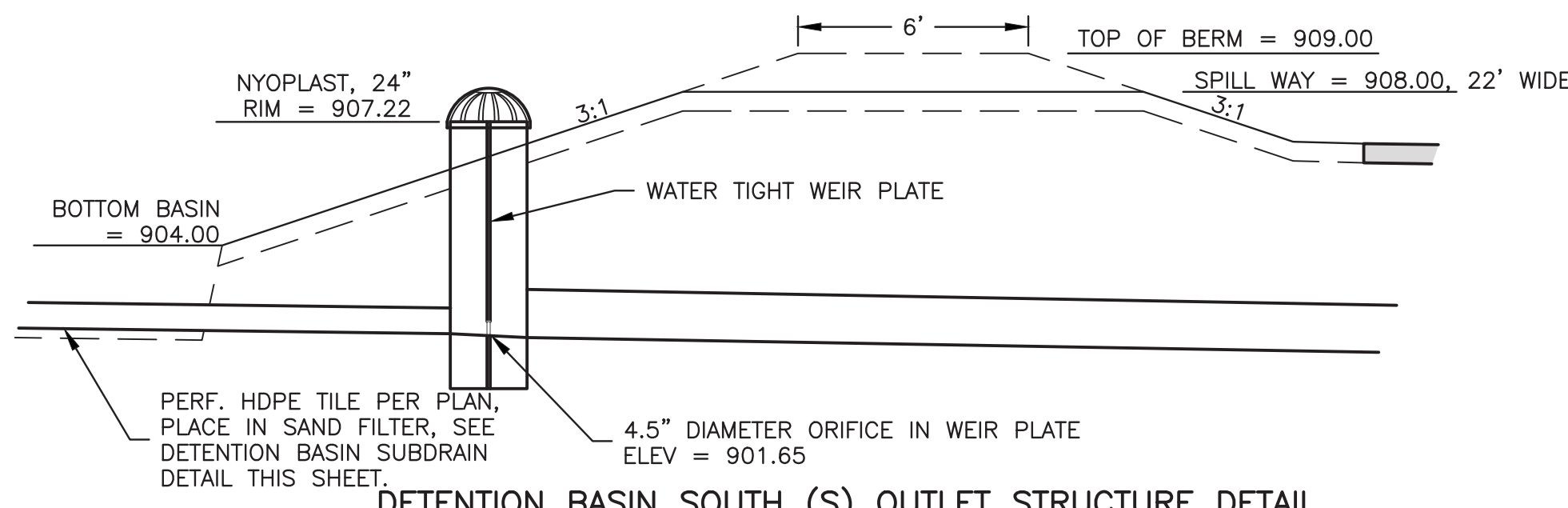
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**DETECTION BASIN SUBDRAIN DETAIL**



**DETECTION BASIN SOUTH (N) OUTLET STRUCTURE DETAIL**



**DETECTION BASIN SOUTH (S) OUTLET STRUCTURE DETAIL**

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ENGINEERING & ENVIRONMENTAL

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IOWA  
WISCONSIN

OWNER/DEVELOPER:  
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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

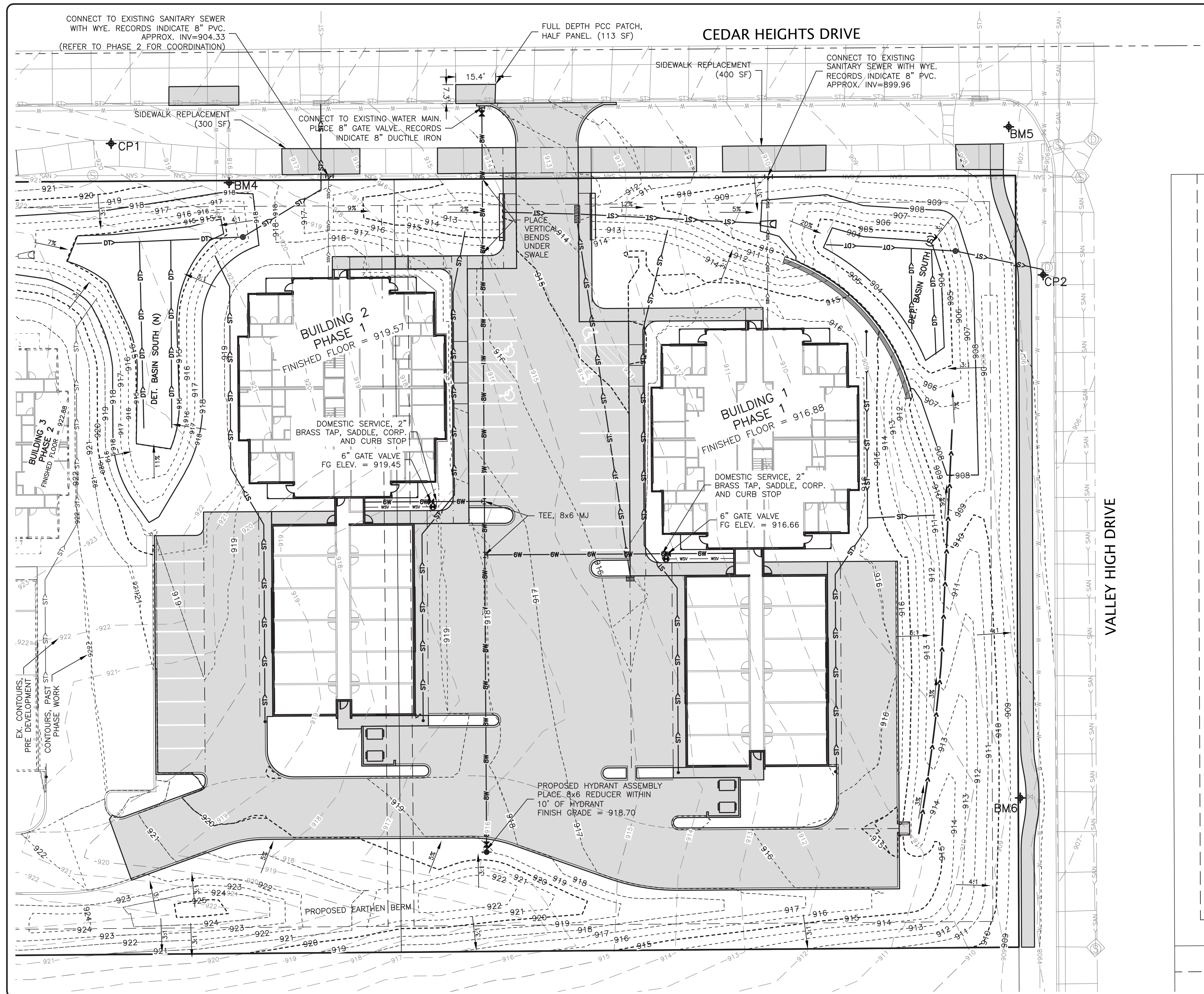
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
STORM AND GRADING PLAN - PHASE 1

SET TYPE: PERMIT  
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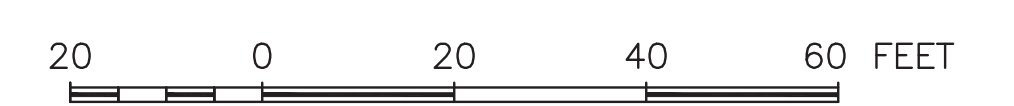
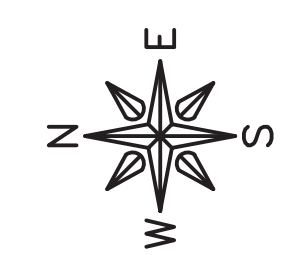
JOB NUMBER:  
19-972

SHEET NUMBER:  
C2.1



NOTES:

- COORDINATE WATER AND SANITARY SERVICE LOCATIONS AT BUILDING WITH ARCHITECTURAL DRAWINGS, BY OTHERS.
- VERIFY SANITARY AND WATER SERVICE SIZE WITH MEP PRIOR TO ORDERING OF MATERIAL AND START OF CONSTRUCTION. SIZES NOTED IN THIS PLAN ARE ASSUMED.
- WATER MAIN INSTALLATION SHALL CONFORM WITH MUNICIPAL WATER UTILITY OF THE CITY OF CEDAR FALLS, IOWA. WATER MAIN MATERIALS AND INSTALLATION OF WATER MAINS AND THEIR APPURTENANCES STANDARDS. FOR IMPROVEMENTS TO THE CURRENT CEDAR FALLS MUNICIPAL WATER DISTRIBUTION.
- CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
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- ACTUAL CONDITIONS OF EXISTING AND PHASED CONTOURS SHOWN ARE SUBJECT TO THE WORK THAT TOOK PLACE DURING THOSE PHASES. CONDITIONS PRIOR TO COMMENCEMENT OF WORK FOR CURRENT PHASE GOVERN.
- TERMINATION OF 1.5" WATER SERVICE INCLUDES PLUGGING AT MAIN AND REMOVAL OF CURB STOP RISER.
- CONFIRM LOCATION OF WATER AND SANITARY SERVICE CONNECTION LOCATIONS TO BUILDING WITH MEP PRIOR TO CONSTRUCTION OF THOSE ITEMS.



BENCHMARK INFORMATION

CP1 = CUT X IN SIDEWALK, WEST SIDE OF CEDAR HEIGHTS DR., ±360' NORTH OF VALLEY HIGH DR. N-3647766.17, E-5214792.42, ELEV-919.82

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BM 5 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±18' NORTH OF VALLEY HIGH DR., N-3647420.27, E-5214798.87, ELEV-909.39

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DRAWING:  
WATER AND SANITARY PLAN - PHASE 1

SET TYPE: PERMIT

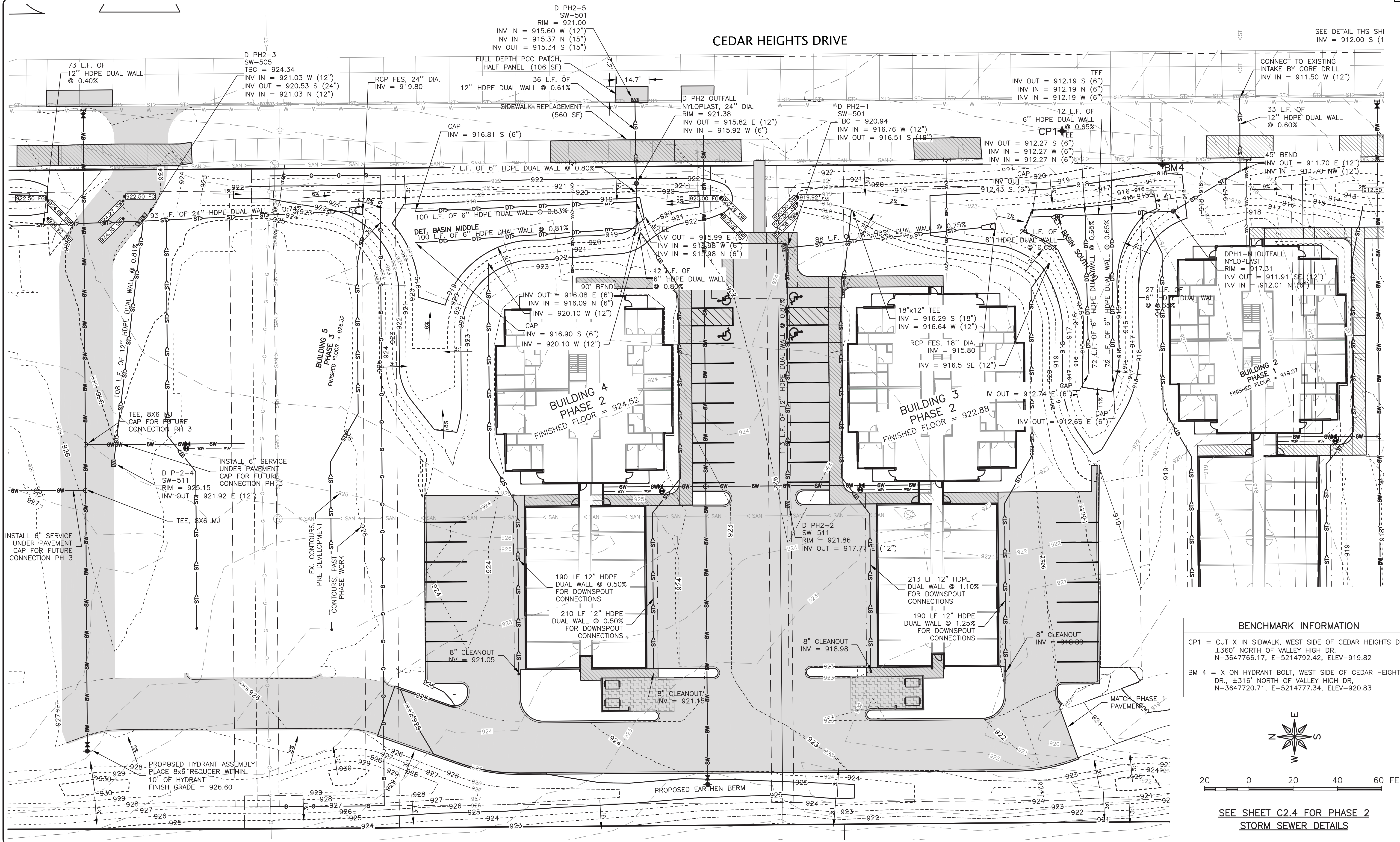
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C2.2

### CEDAR HEIGHTS DRIVE

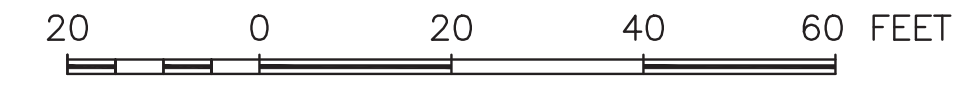
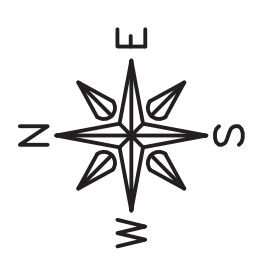
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BM 4 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±316' NORTH OF VALLEY HIGH DR, N-3647720.71, E-5214777.34, ELEV-920.83



SEE SHEET C2.4 FOR PHASE 2  
STORM SEWER DETAILS

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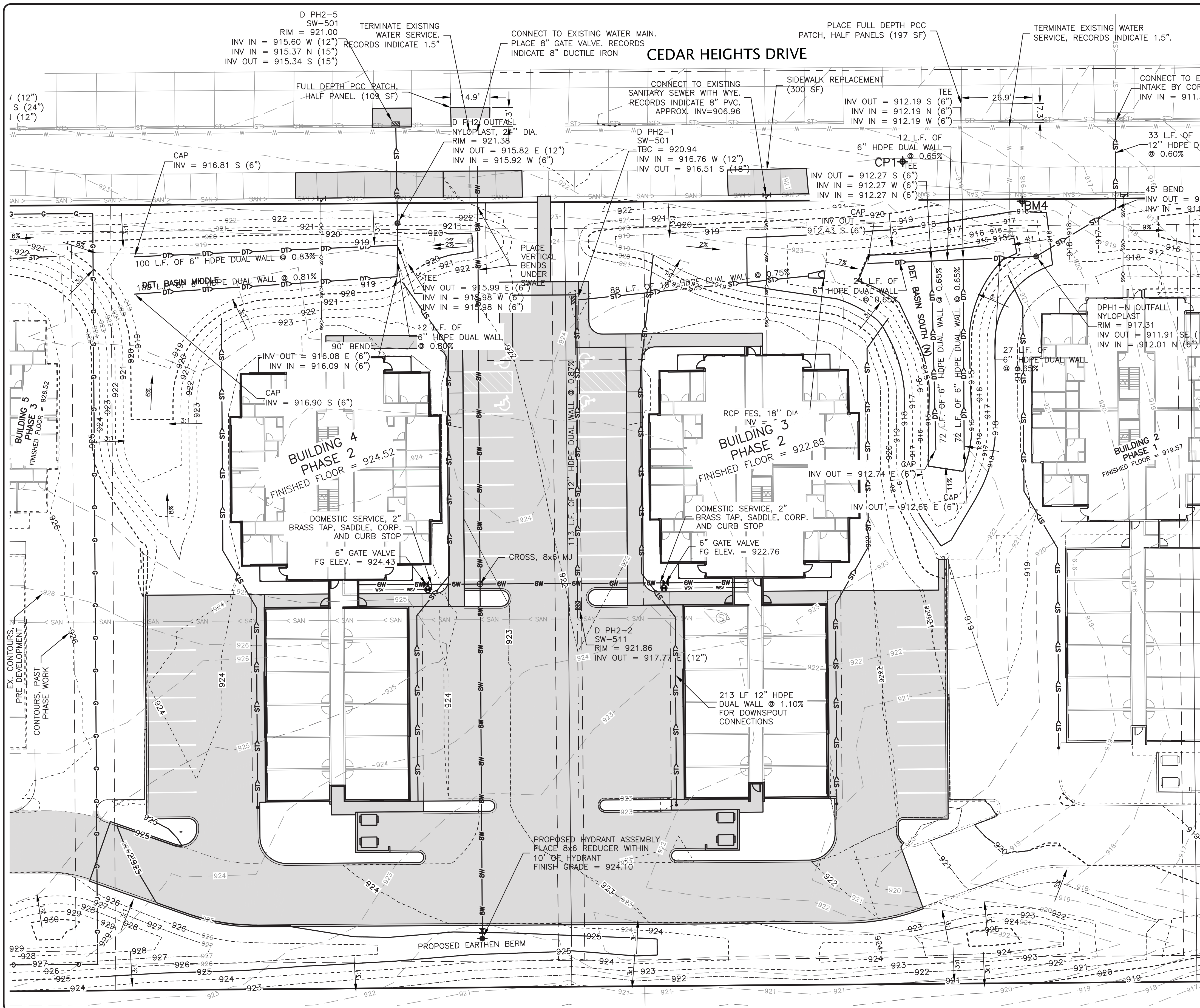
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REV. NO.	DESCRIPTION	DATE

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STORM AND GRADING PLAN - PHASE 2

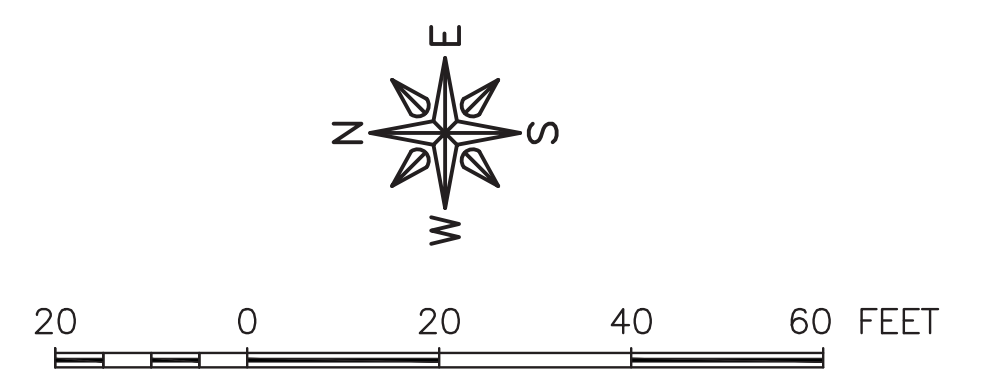
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C2.3



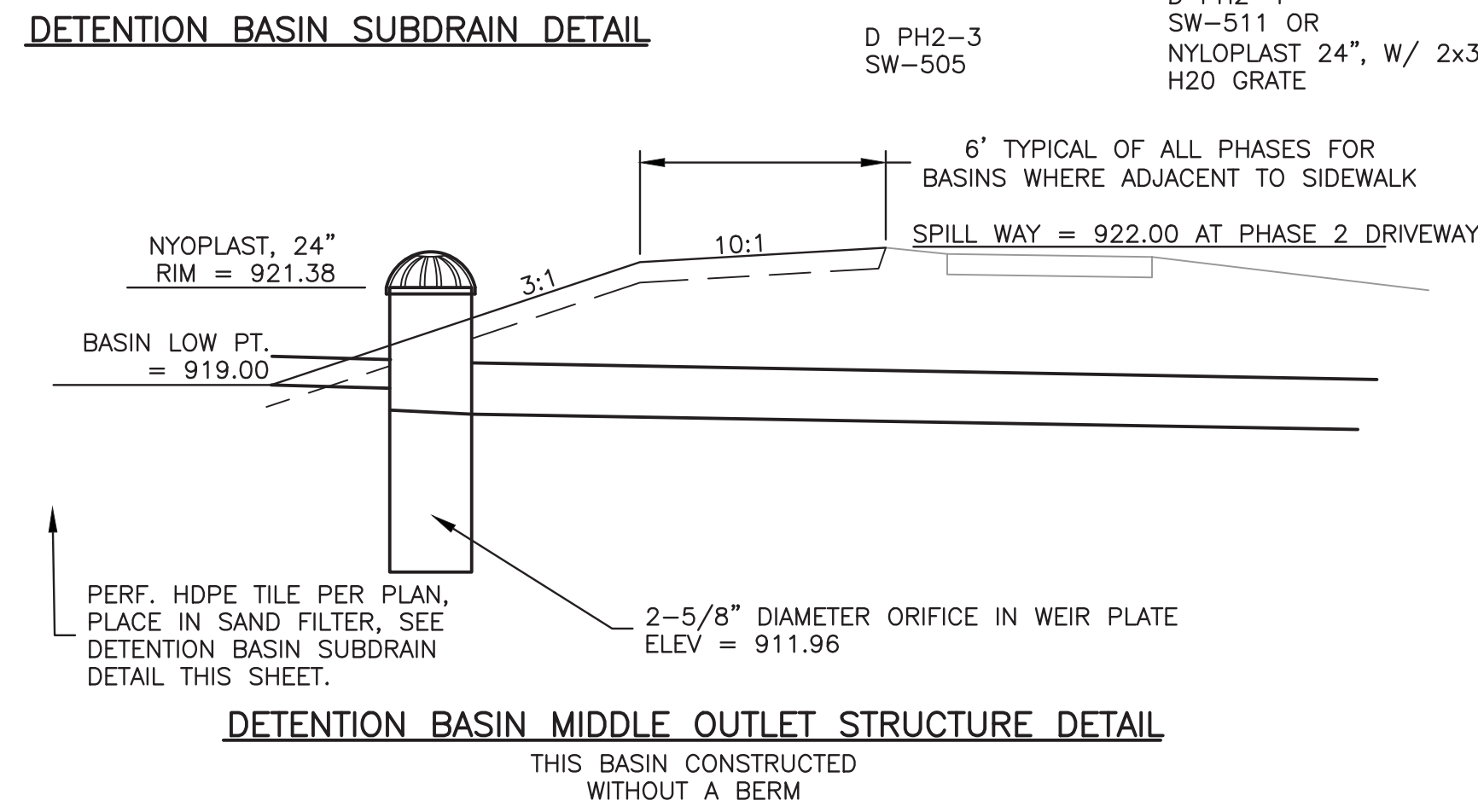
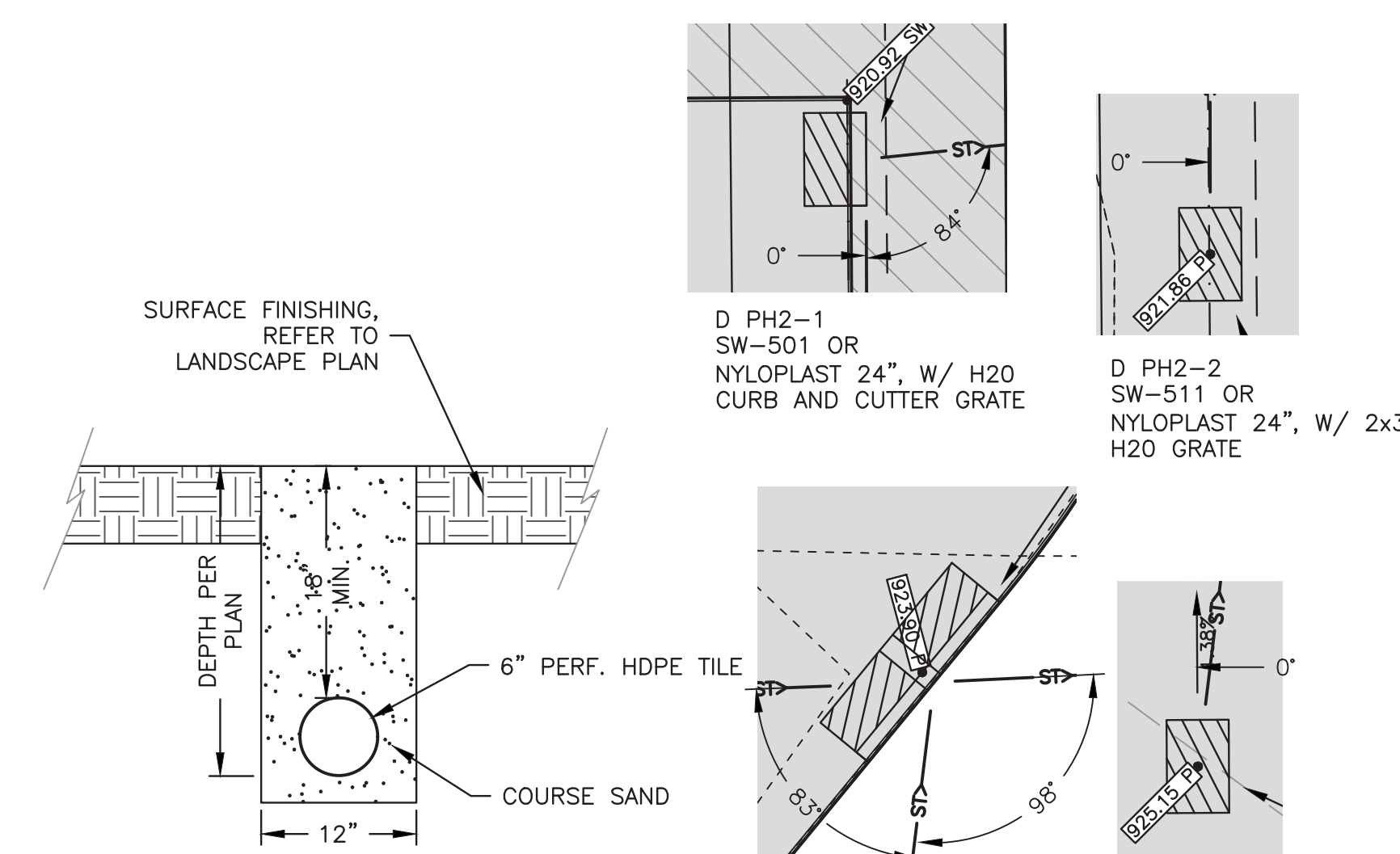
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ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

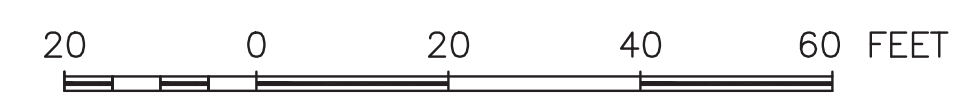
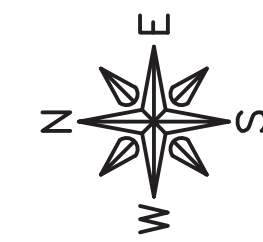
DRAWING:  
WATER AND SANITARY PLAN - PHASE 2

SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C2.4

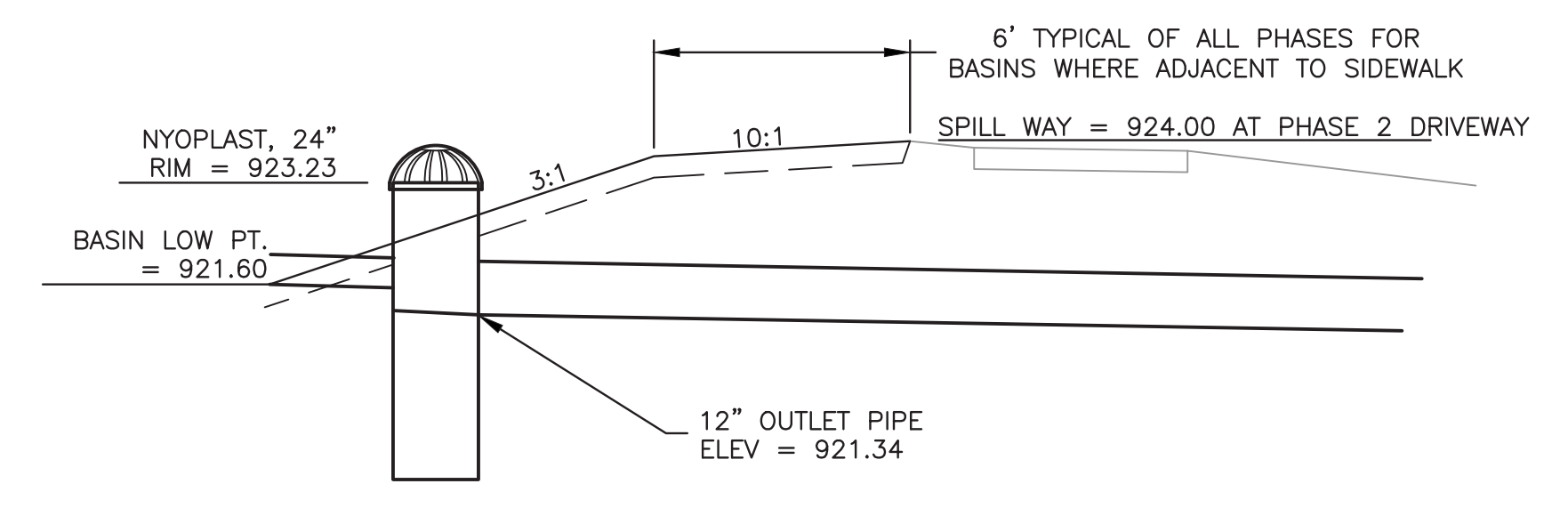
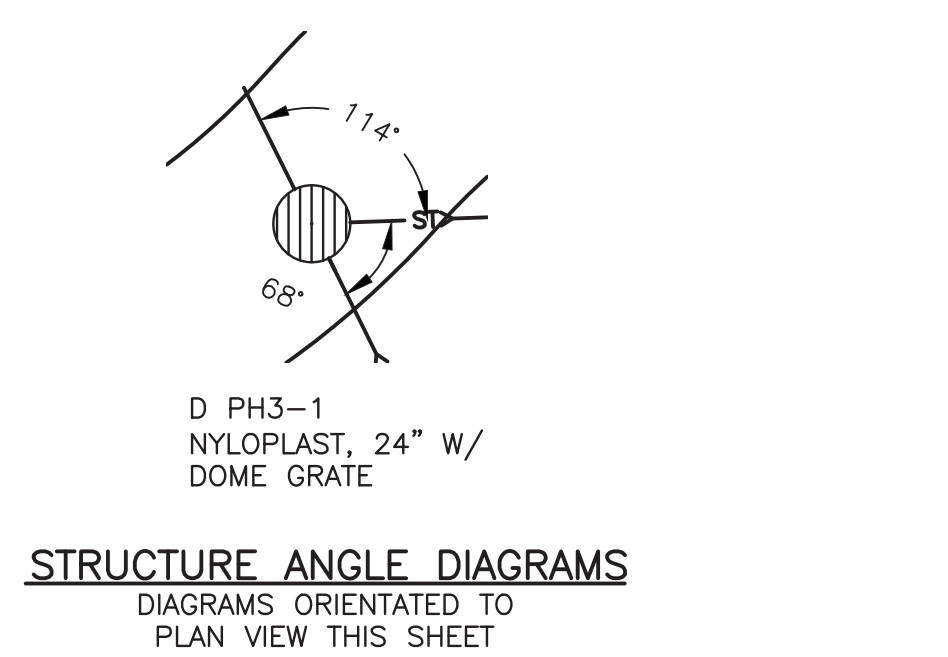
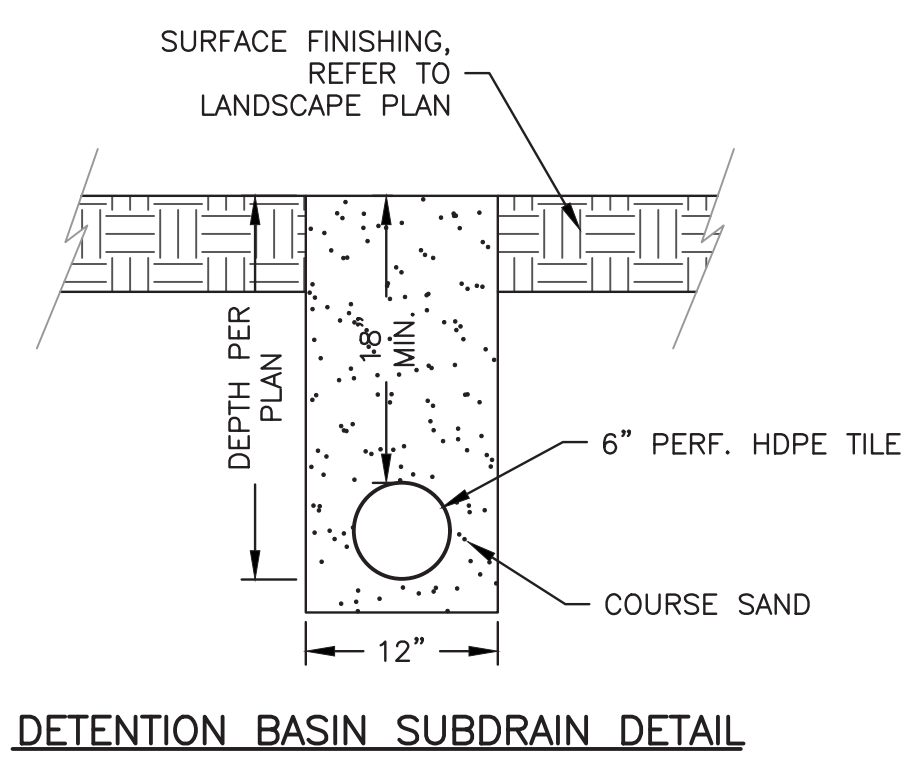
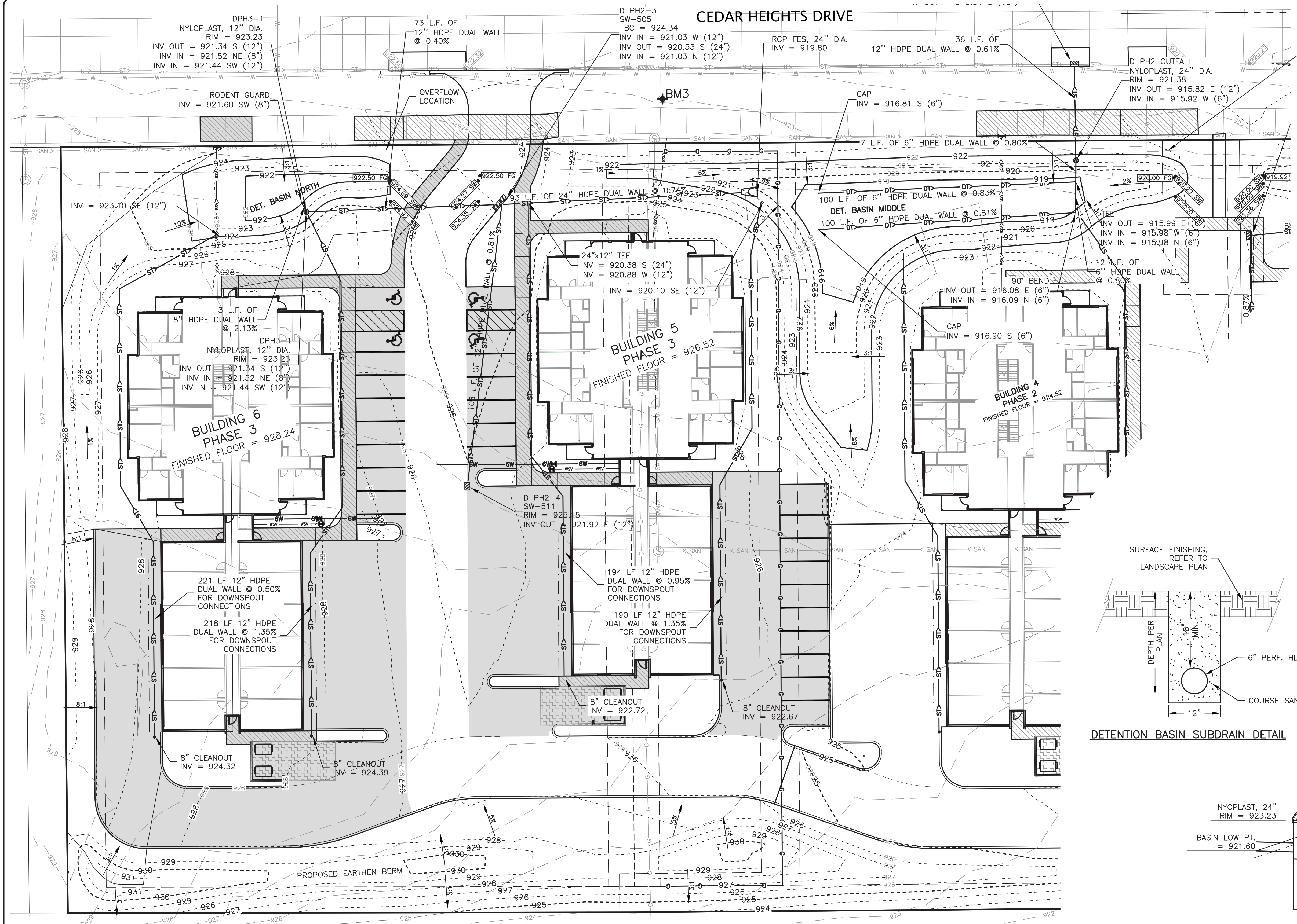
JOB NUMBER:  
19-972

SHEET NUMBER:  
C2.4

### CEDAR HEIGHTS DRIVE



**BENCHMARK INFORMATION**  
 BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±716' NORTH OF VALLEY HIGH DR. N-3648119.17, E-5214793.16, ELEV-925.04



**FEHR GRAHAM**  
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OWNER/DEVELOPER:  
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 4104 WEDGEWOOD DRIVE  
 CEDAR FALLS, IOWA 50613

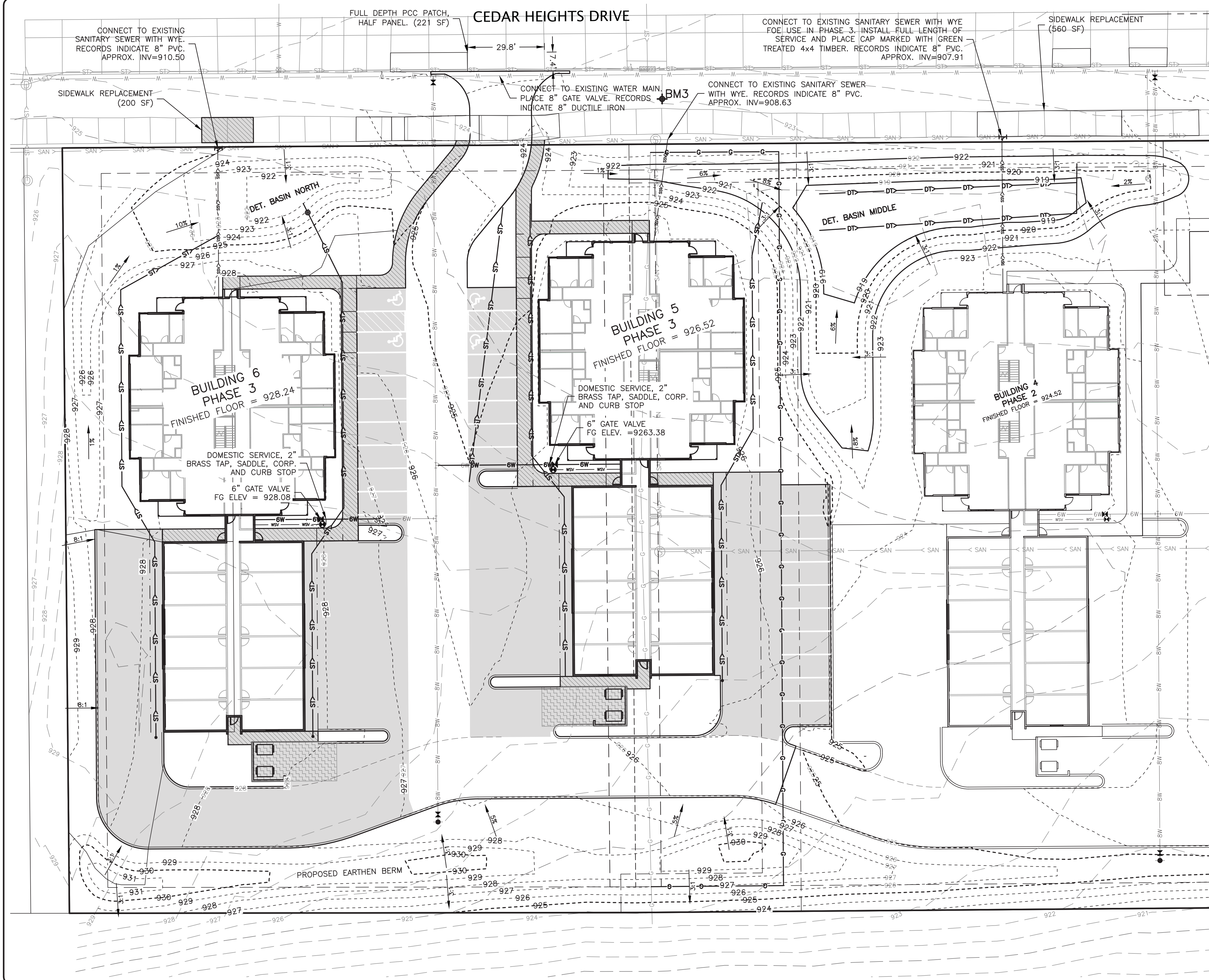
PROJECT AND LOCATION:  
 CREEKSIDE LUXURY CONDOS  
 CEDAR FALLS, IOWA

DRAWN BY: AJB  
 APPROVED BY: NPK  
 DATE: 07/23/2021  
 SCALE: AS NOTED

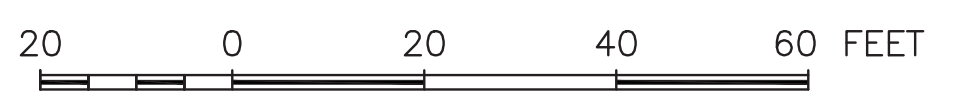
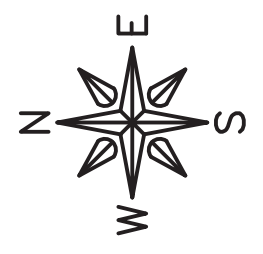
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 STORM AND GRADING PLAN - PHASE 3  
 SET TYPE: PERMIT  
 G:\C30\19\19-972 Cedar Heights Condos\19-972 design.dwg, C2.5

JOB NUMBER:  
 19-972  
 SHEET NUMBER:  
 C2.5



- NOTES:**
- COORDINATE WATER AND SANITARY SERVICE LOCATIONS AT BUILDING WITH ARCHITECTURAL DRAWINGS, BY OTHERS.
  - VERIFY SANITARY AND WATER SERVICE SIZE WITH MEP PRIOR TO ORDERING OF MATERIAL AND START OF CONSTRUCTION. SIZES NOTED IN THIS PLAN ARE ASSUMED.
  - WATER MAIN INSTALLATION SHALL CONFORM WITH MUNICIPAL WATER UTILITY OF THE CITY OF CEDAR FALLS, IOWA. WATER MAIN MATERIALS AND INSTALLATION OF WATER MAINS AND THEIR APPURTENANCES STANDARDS. FOR IMPROVEMENTS TO THE CURRENT CEDAR FALLS MUNICIPAL WATER DISTRIBUTION.
  - CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
  - PORTIONS OF PAVING NOTED AS 'FULL DEPTH PATCH' OR 'SIDEWALK REPLACEMENT' ARE FOR UTILITY CONNECTIONS AND MAY REQUIRE MORE OR LESS AREA DEPENDING ON FIELD CONDITIONS. AREAS SHOWN ARE AN ESTIMATE. SIDEWALK SHALL BE REMOVED AT FULL PANELS. ROADWAY SHALL BE REMOVED AS SHOWN IN THE PLANS OR AS APPROVED BY THE JURISDICTION.
  - ACTUAL CONDITIONS OF EXISTING AND PHASED CONTOURS SHOWN ARE SUBJECT TO THE WORK THAT TOOK PLACE DURING THOSE PHASES. CONDITIONS PRIOR TO COMMENCEMENT OF WORK FOR CURRENT PHASE GOVERN.
  - TERMINATION OF 1.5" WATER SERVICE INCLUDES PLUGGING AT MAIN AND REMOVAL OF CURB STOP RISER.
  - CONFIRM LOCATION OF WATER AND SANITARY SERVICE CONNECTION LOCATIONS TO BUILDING WITH MEP PRIOR TO CONSTRUCTION OF THOSE ITEMS.



**BENCHMARK INFORMATION**

BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±716' NORTH OF VALLEY HIGH DR.  
 N=3648119.17, E=5214793.16, ELEV=925.04

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 CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
 CREEKSIDE LUXURY CONDOS  
 CEDAR FALLS, IOWA

DRAWN BY: AJB  
 APPROVED BY: NPK  
 DATE: 07/23/2021  
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 WATER AND SANITARY PLAN - PHASE 3

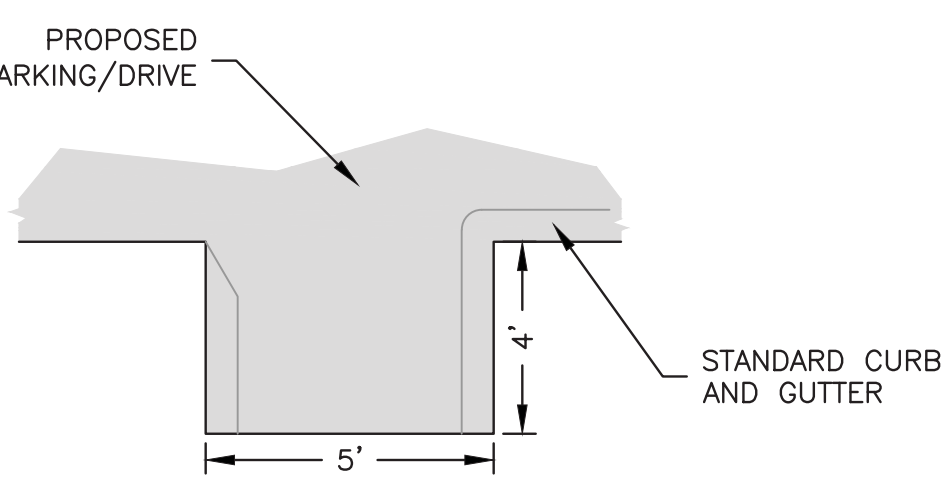
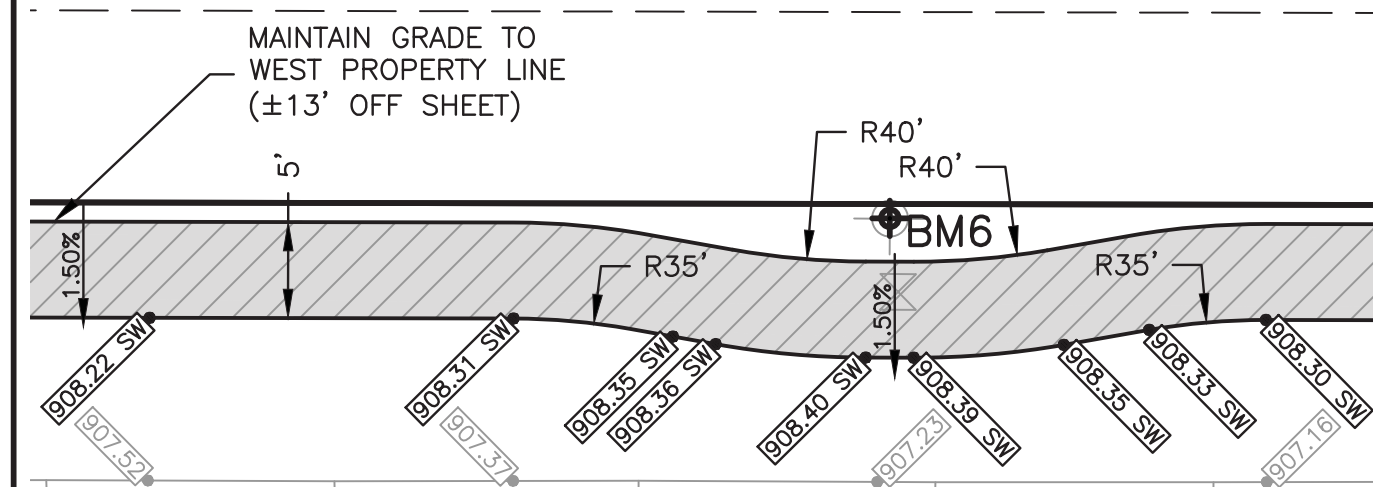
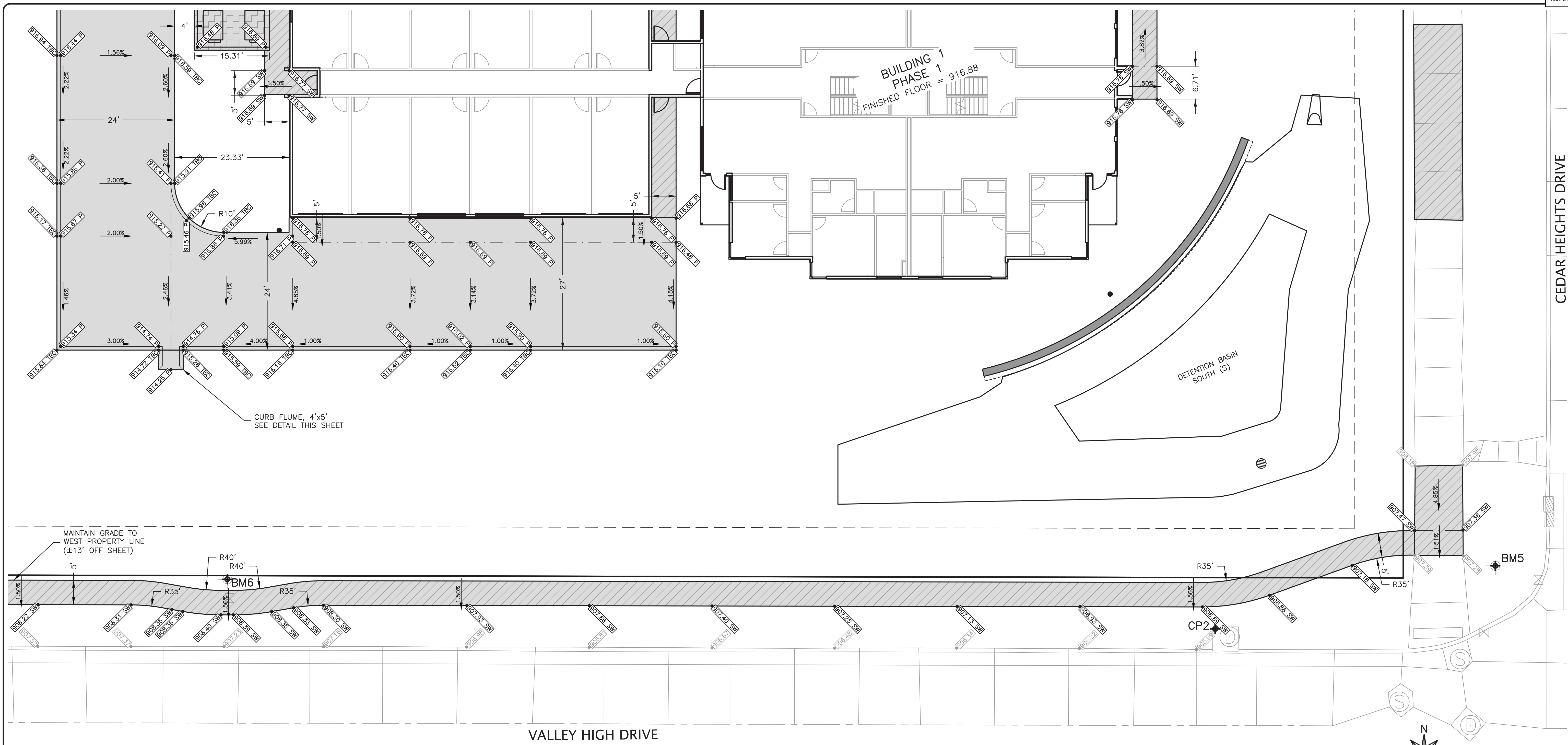
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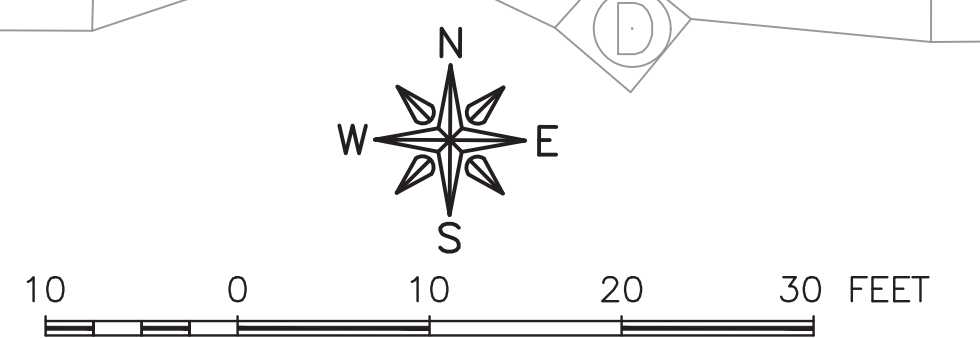
JOB NUMBER:  
 19-972

SHEET NUMBER:  
 C2.6





CURB FLUME OUTLET DETAIL



BENCHMARK INFORMATION	
CP2	= CUT X ON CONCRETE INTAKE TOP NORTH SIDE OF VALLEY HIGH DR., WEST OF CEDAR HEIGHTS DR N-3647407.03, E-5214741.82, ELEV-906.28
BM 5	= X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±18' NORTH OF VALLEY HIGH DR, N-3647420.27, E-5214798.87, ELEV-909.39
BM 6	= X ON HYDRANT BOLT, NORTH SIDE OF VALLEY HIGH DRIVE, ±270' WEST OF CEDAR HEIGHTS DR., N-3647420.27, E-5214798.87, ELEV-909.39

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PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
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DATE: 07/23/2021  
SCALE: AS NOTED

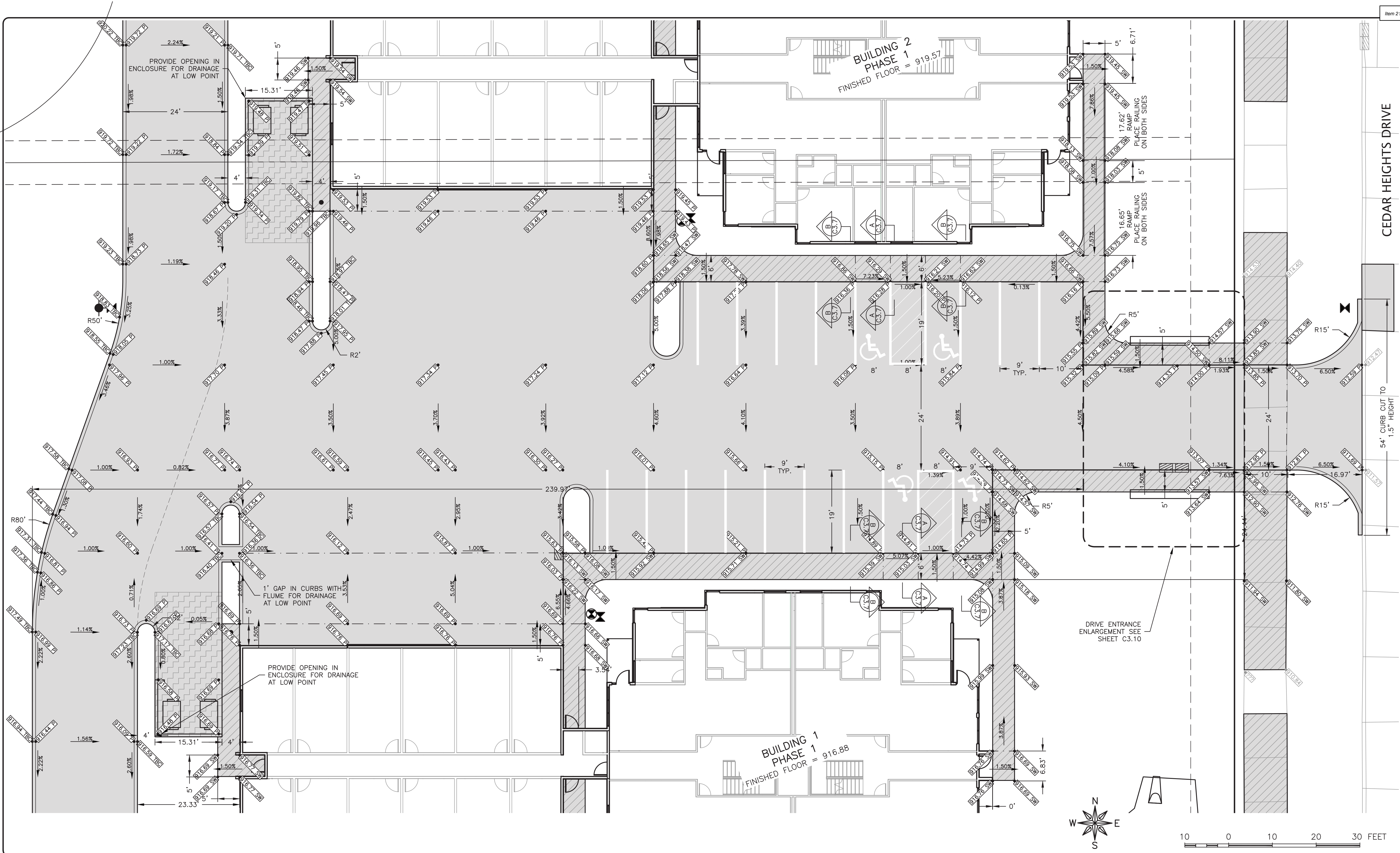
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN – SOUTH OF BUILDING 1  
– PHASE 1

SET TYPE: PERMIT  
G:\C30\19\19-972 Cedar Heights Condos\19-972 design.dwg, C3.1

JOB NUMBER:  
19-972

SHEET NUMBER:  
C3.1



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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

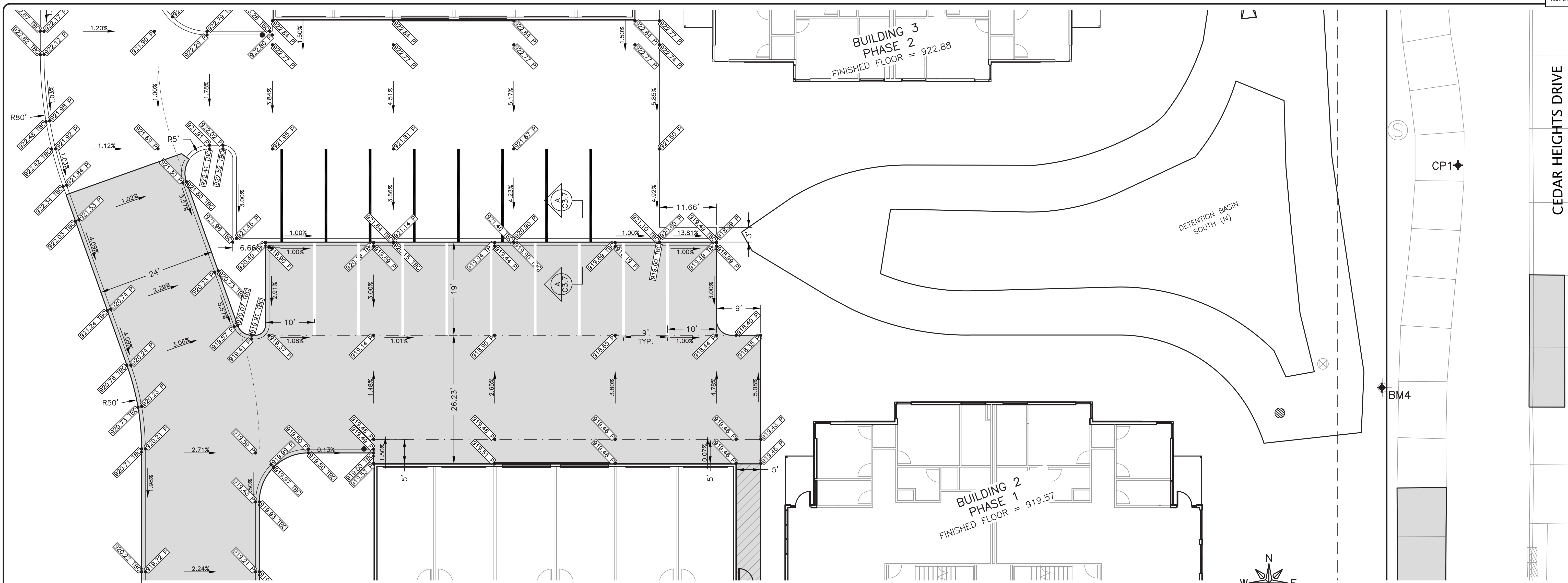
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PAVING PLAN – BUILDING 5 AND 6 –  
PHASE 1

SET TYPE: PERMIT

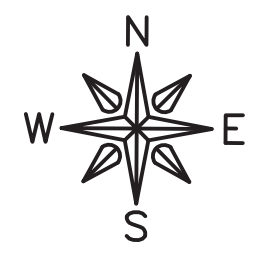
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C3.2



**NOTE:**  
ALL EXPANSION JOINTS SHALL BE SEALED



**HATCHING LEGEND**

	PCC SIDEWALK, 5" PCC ON 4" BASE
	PCC PAVEMENT, 6" PCC ON 6" BASE *(EXCLUDES THOSE PORTIONS FOR CEDAR HEIGHTS ROADWAY)
	PCC PAVEMENT, 8" PCC ON 6" BASE

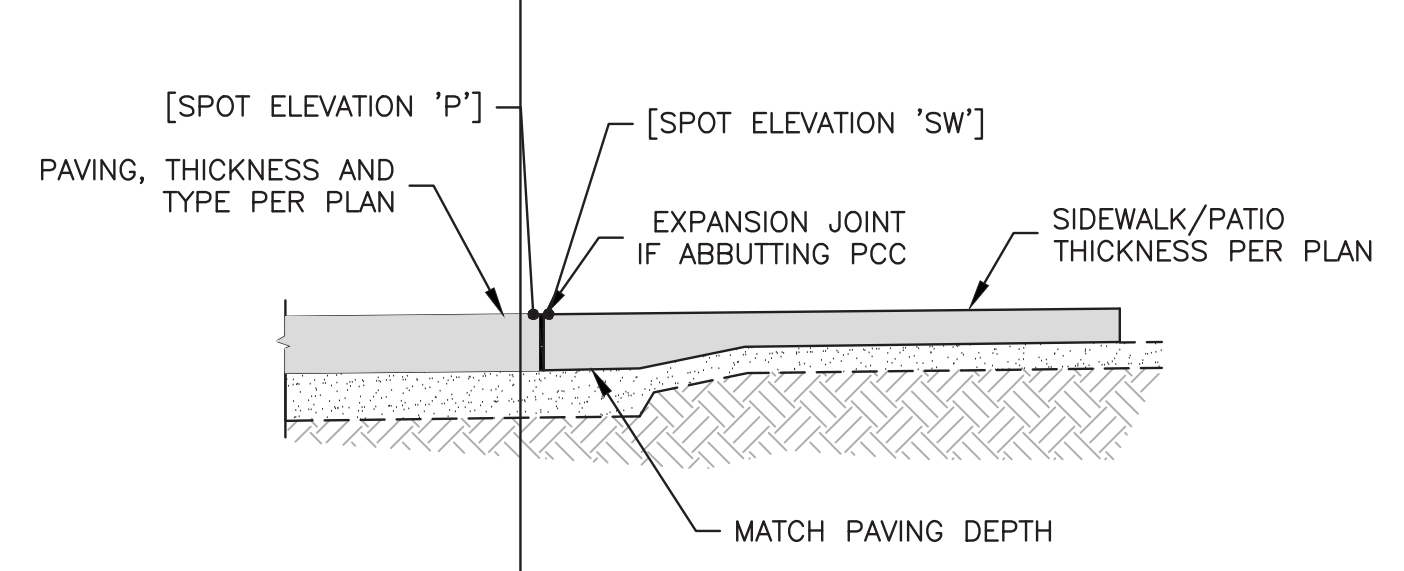
\* CEDAR HEIGHTS ROADWAY PAVEMENT PLACEMENT IS A FULL DEPTH PATCH AND SHALL BE PLACED IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS WHICH NOTES PAVEMENT THICKNESS TO BE 2" THICKER THAN EXISTING. PAVEMENT SHALL BE TIED TO EXISTING IN ACCORDANCE WITH DETAIL 7040.102, 'THIRD POINT JOINTING'. MINIMUM SUBBASE PLACEMENT SHALL BE 6" UNDER FULL DEPTH PATCHES

**SPOT ELEVATION LEGEND**

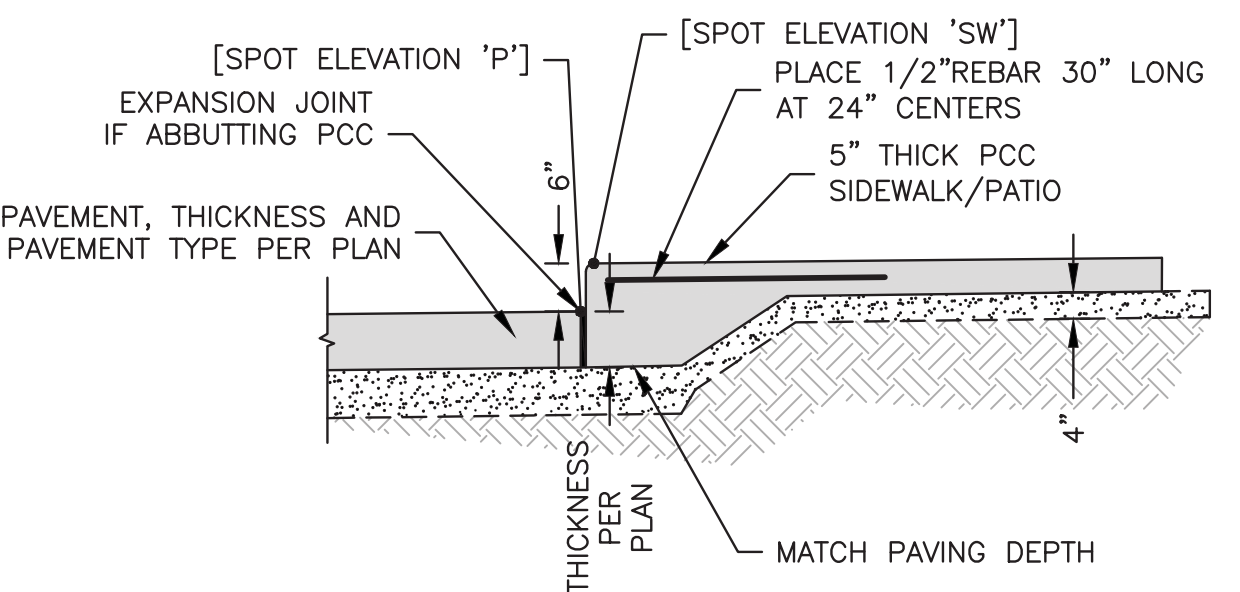
P:	PAVEMENT/GUTTER OF CURB
SW:	SIDEWALK
TBC:	TOP BACK CURB
FG:	FINISHED GRADE (NON-PAVED)

**BENCHMARK INFORMATION**

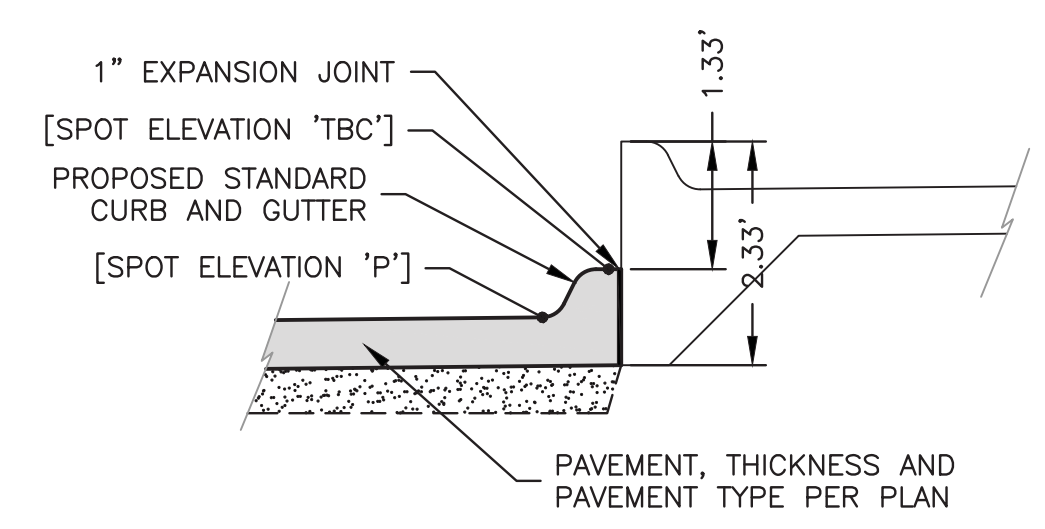
CP1	= CUT X IN SIDEWALK, WEST SIDE OF CEDAR HEIGHTS DR, ±360' NORTH OF VALLEY HIGH DR, N-3647766.17, E-5214792.42, ELEV-919.82
BM 4	= X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±316' NORTH OF VALLEY HIGH DR, N-3647720.71, E-5214777.34, ELEV-920.83



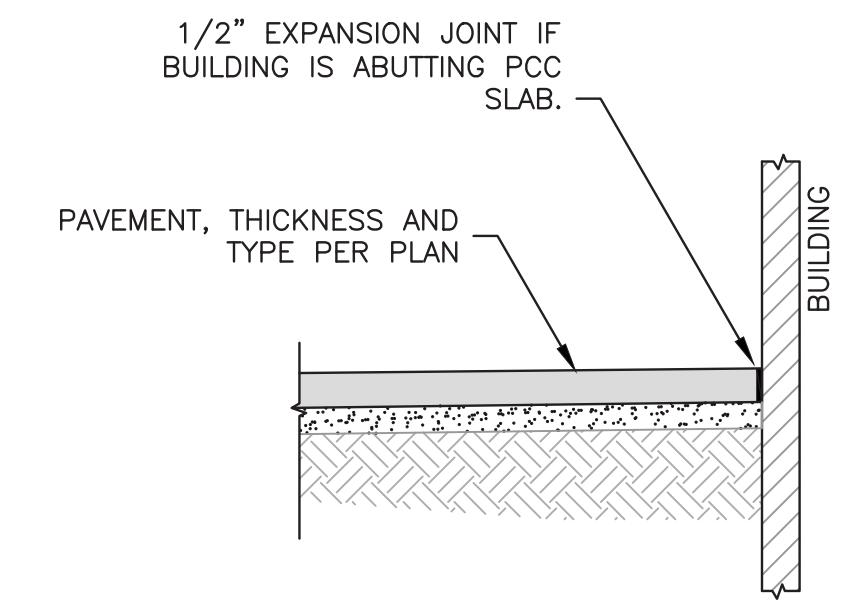
**SECTION A-A**  
CLASS A SIDEWALK FLUSH



**SECTION B-B**  
CLASS A SIDEWALK RAISED



**SECTION C-C**  
CURB ABUTTING TO KNEE WALL



**SECTION VIEW**  
PAVEMENT ABUTTING BUILDING

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
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OWNER/DEVELOPER:  
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4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

**REVISIONS**

REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN - NORTH OF BUILDING 2 -  
PHASE 1

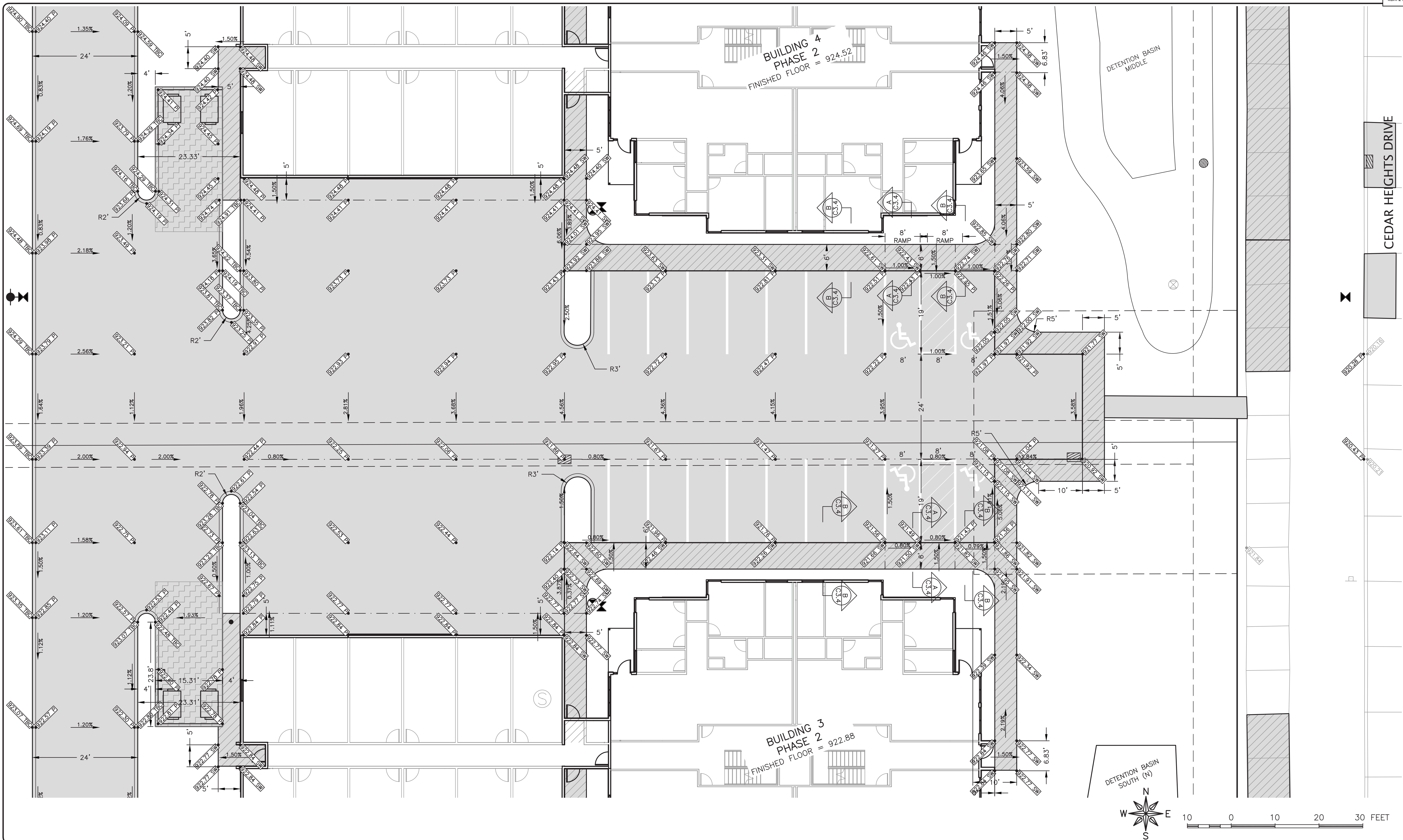
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C3.3





**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

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4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

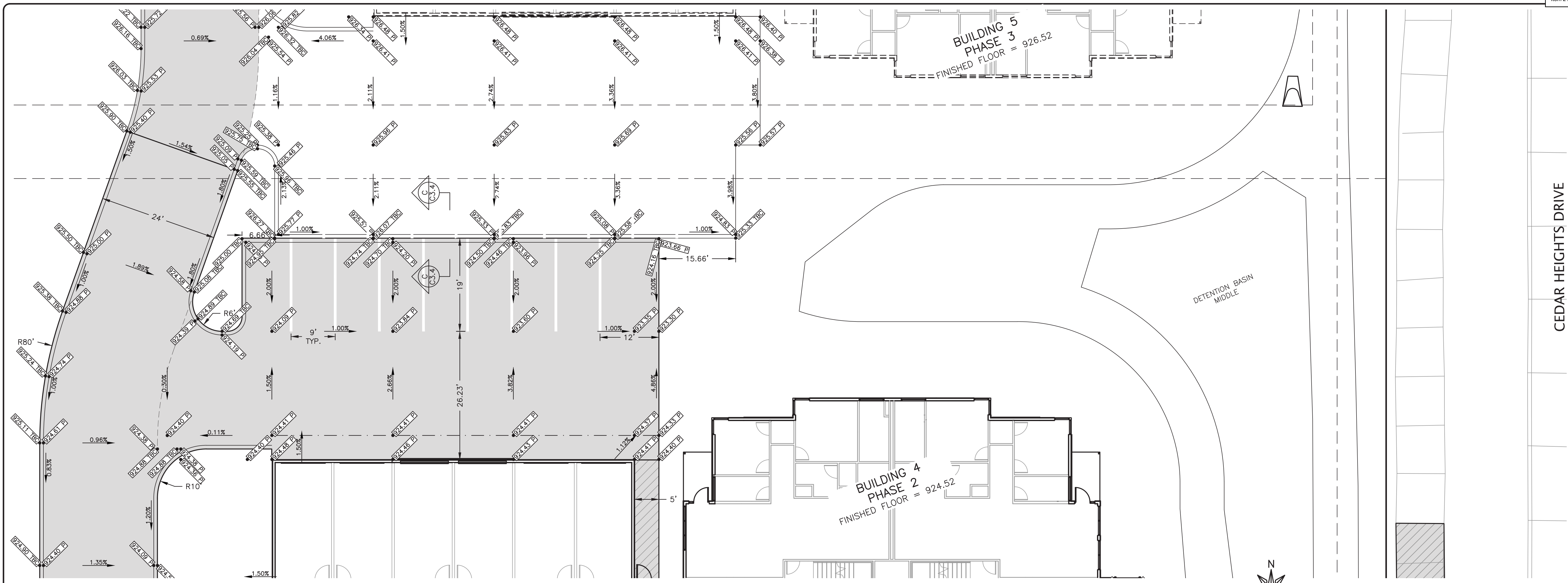
PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

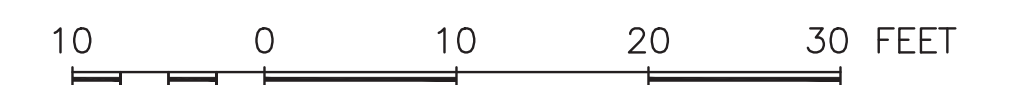
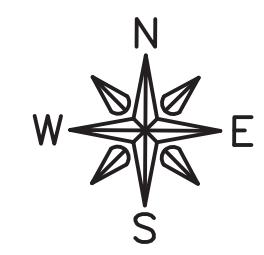
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN – BUILDING 3 AND 4 –  
PHASE 2  
SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C3.5

JOB NUMBER:  
19-972  
SHEET NUMBER:  
C3.5



**NOTE:**  
ALL EXPANSION JOINTS SHALL BE SEALED



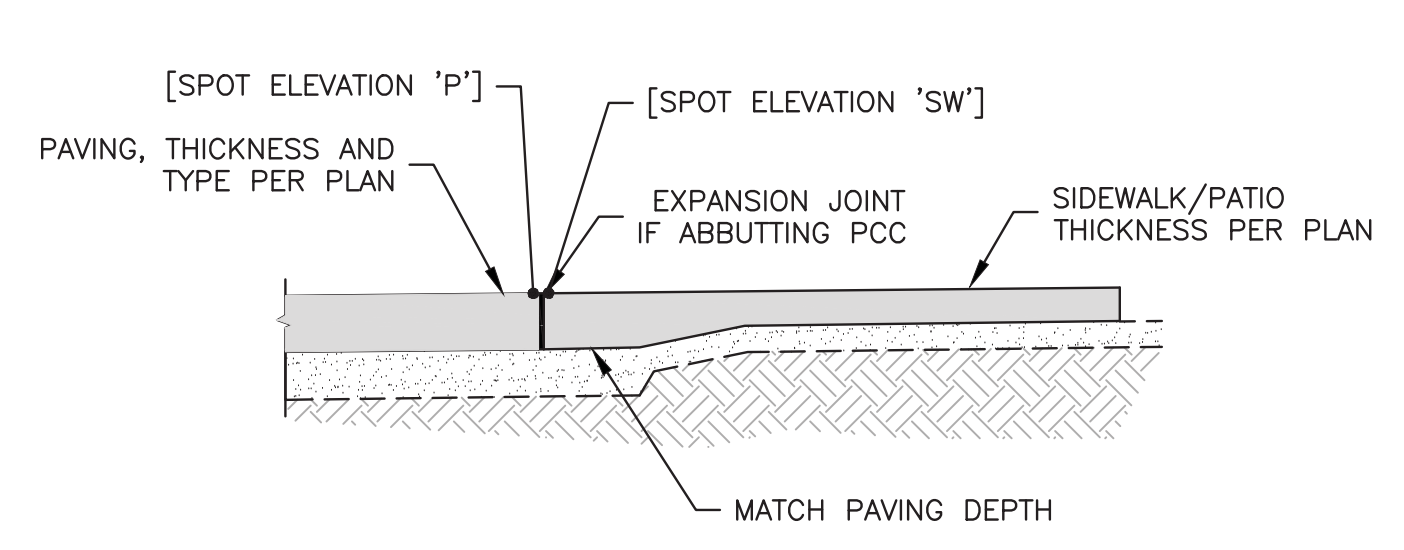
**HATCHING LEGEND**

- PCC SIDEWALK, 5" PCC ON 4" BASE
- PCC PAVEMENT, 6" PCC ON 6" BASE  
\*(EXCLUDES THOSE PORTIONS FOR CEDAR HEIGHTS ROADWAY)
- PCC PAVEMENT, 8" PCC ON 6" BASE

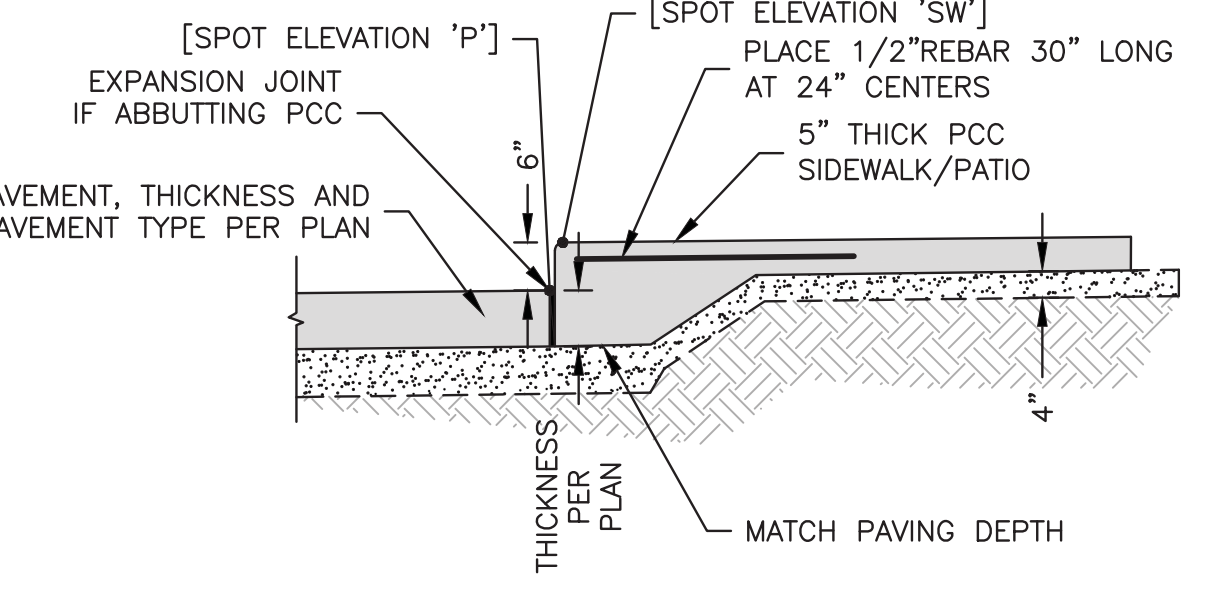
\* CEDAR HEIGHTS ROADWAY PAVEMENT PLACEMENT IS A FULL DEPTH PATCH AND SHALL BE PLACED IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS WHICH NOTES PAVEMENT THICKNESS TO BE 2" THICKER THAN EXISTING. PAVEMENT SHALL BE TIED TO EXISTING IN ACCORDANCE WITH DETAIL 7040.102, 'THIRD POINT JOINTING'. MINIMUM SUBBASE PLACEMENT SHALL BE 6" UNDER FULL DEPTH PATCHES

**SPOT ELEVATION LEGEND**

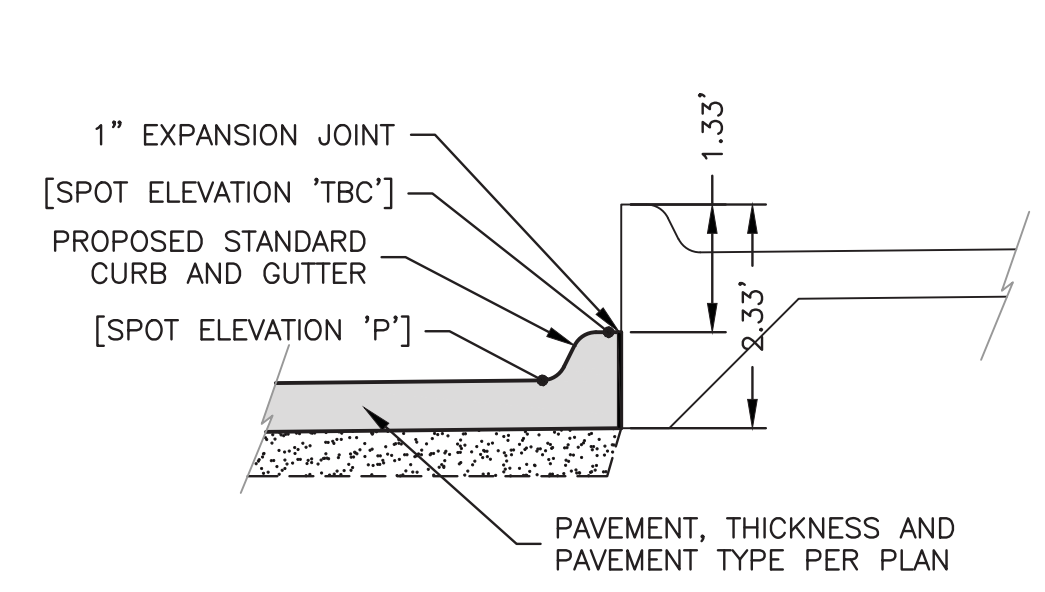
- P: PAVEMENT/GUTTER OF CURB
- SW: SIDEWALK
- TBC: TOP BACK CURB
- FG: FINISHED GRADE (NON-PAVED)



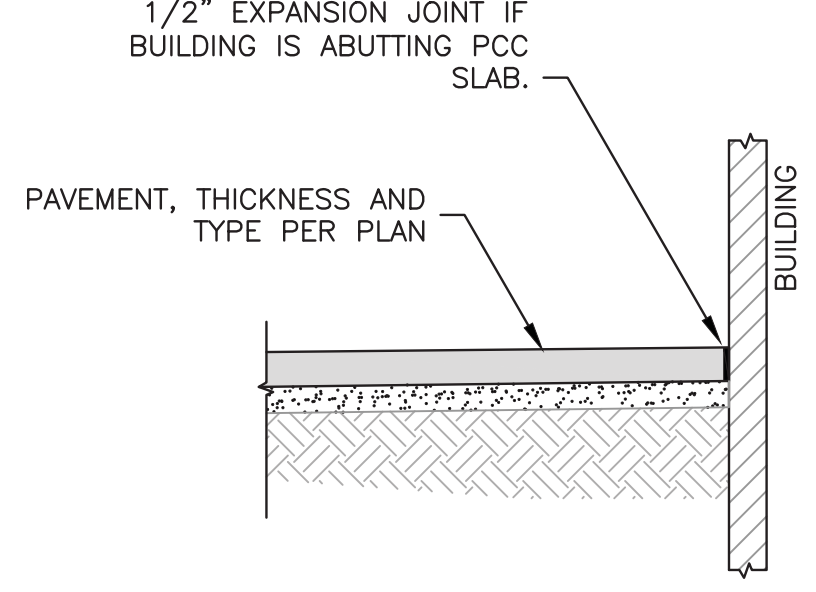
**SECTION A-A**  
CLASS A SIDEWALK FLUSH



**SECTION B-B**  
CLASS A SIDEWALK RAISED



**SECTION C-C**  
CURB ABUTTING TO KNEE WALL



**SECTION VIEW**  
PAVEMENT ABUTTING BUILDING

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PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
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DRAWN BY: AJB  
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DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

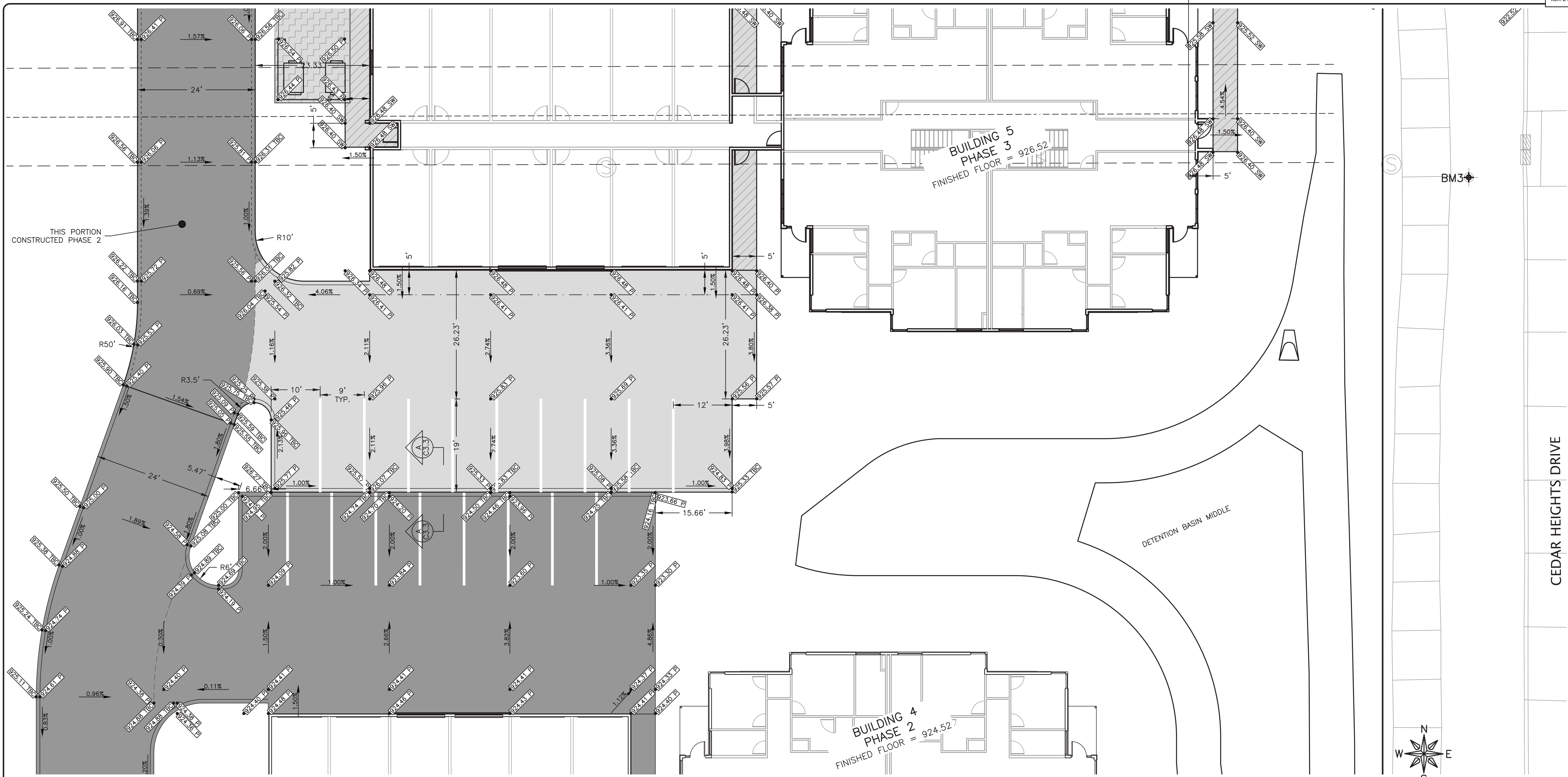
DRAWING:  
PAVING PLAN - NORTH OF BUILDING 4 -  
PHASE 2

SET TYPE: PERMIT

G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C3.6

JOB NUMBER:  
19-972

SHEET NUMBER:  
C3.6



THIS PORTION CONSTRUCTED PHASE 2

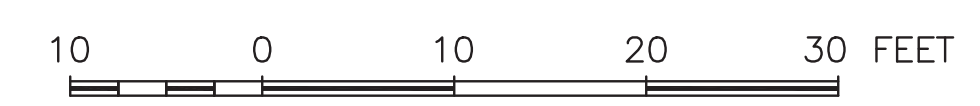
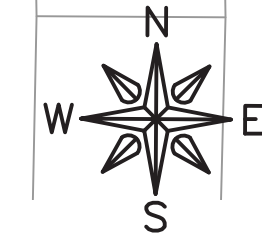
BUILDING 5  
PHASE 3  
FINISHED FLOOR = 926.52

BUILDING 4  
PHASE 2  
FINISHED FLOOR = 924.527

DETENTION BASIN MIDDLE

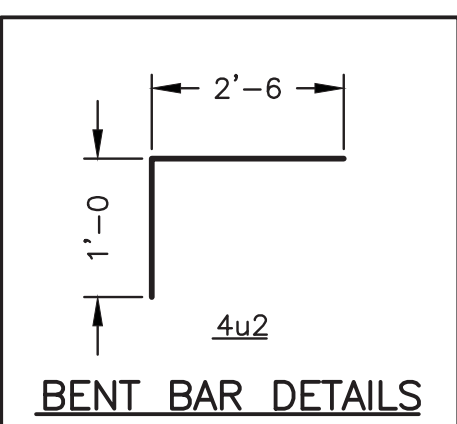
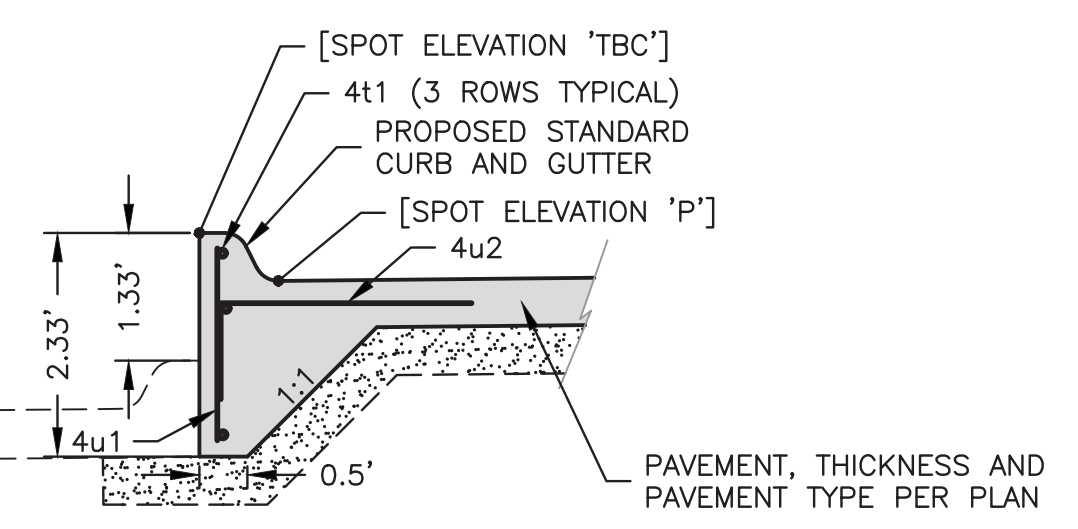
BM3

CEDAR HEIGHTS DRIVE



**BENCHMARK INFORMATION**

BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±716' NORTH OF VALLEY HIGH DR. N-3648119.17, E-5214793.16, ELEV-925.04



**REINFORCING BAR LIST**

NO	SIZE	SHAPE	LENGTH	SPACING	QUANTITY
4t1	4		20'*	PER SEC.	15
4u1	4		2'-0	18"	64
4u2	4		3'-6	18"	64

\* TOTAL LENGTH OF CURB IS 94'-0 REQUIRING 93'-6 OF REINFORCEMENT. 5 SEGMENTS @ 20' EACH PROVIDES ~1'-7 LAPS

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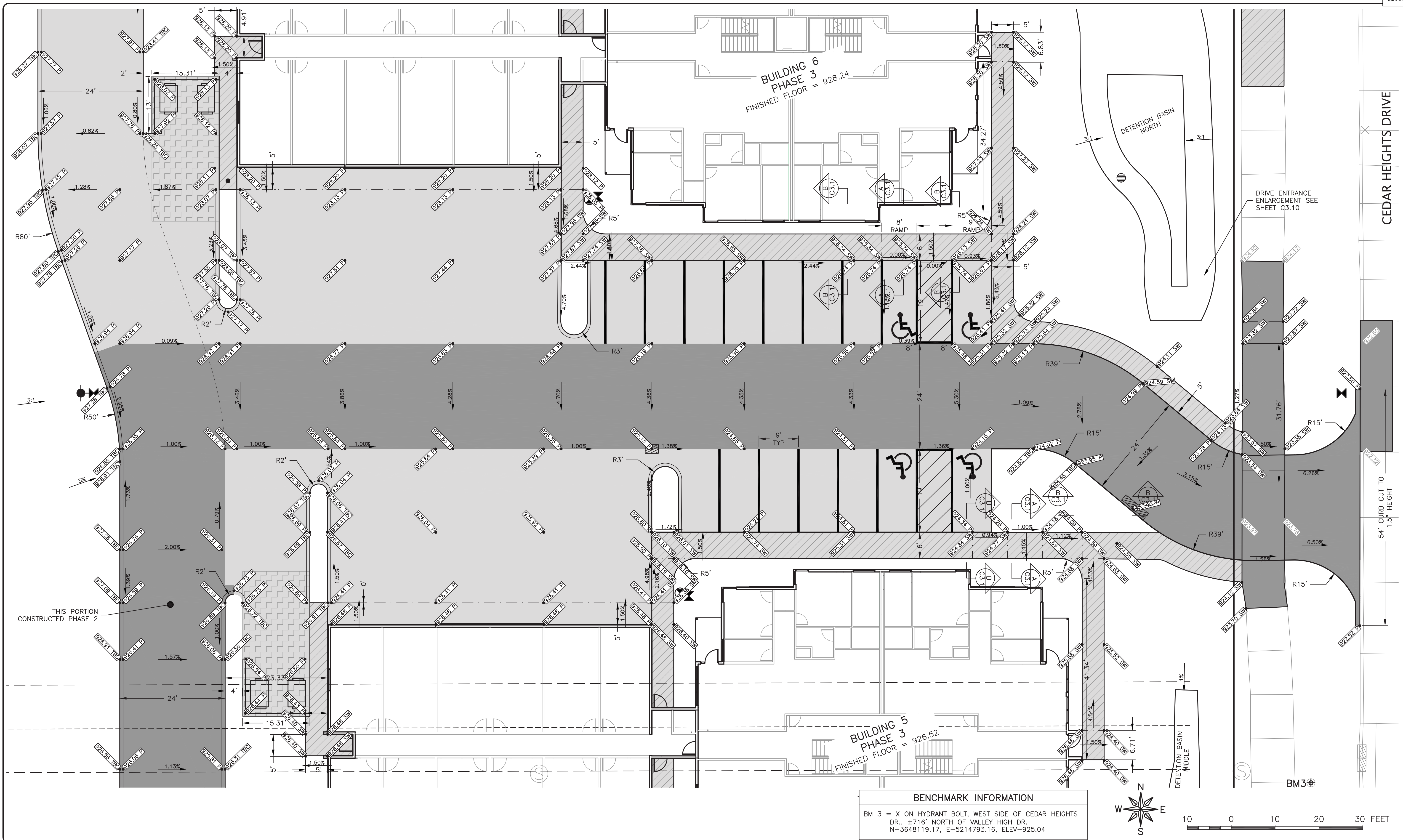
PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN - SOUTH OF BUILDING 5 -  
PHASES 2 & 3  
SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C3.7

JOB NUMBER:  
19-972  
SHEET NUMBER:  
C3.7



**BENCHMARK INFORMATION**  
 BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±716' NORTH OF VALLEY HIGH DR. N-3648119.17, E-5214793.16, ELEV-925.04



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PROJECT AND LOCATION:  
 CREEKSIDE LUXURY CONDOS  
 CEDAR FALLS, IOWA

DRAWN BY: AJB  
 APPROVED BY: NPK  
 DATE: 07/23/2021  
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 PAVING PLAN - BUILDING 5 AND 6 -  
 PHASES 2 & 3

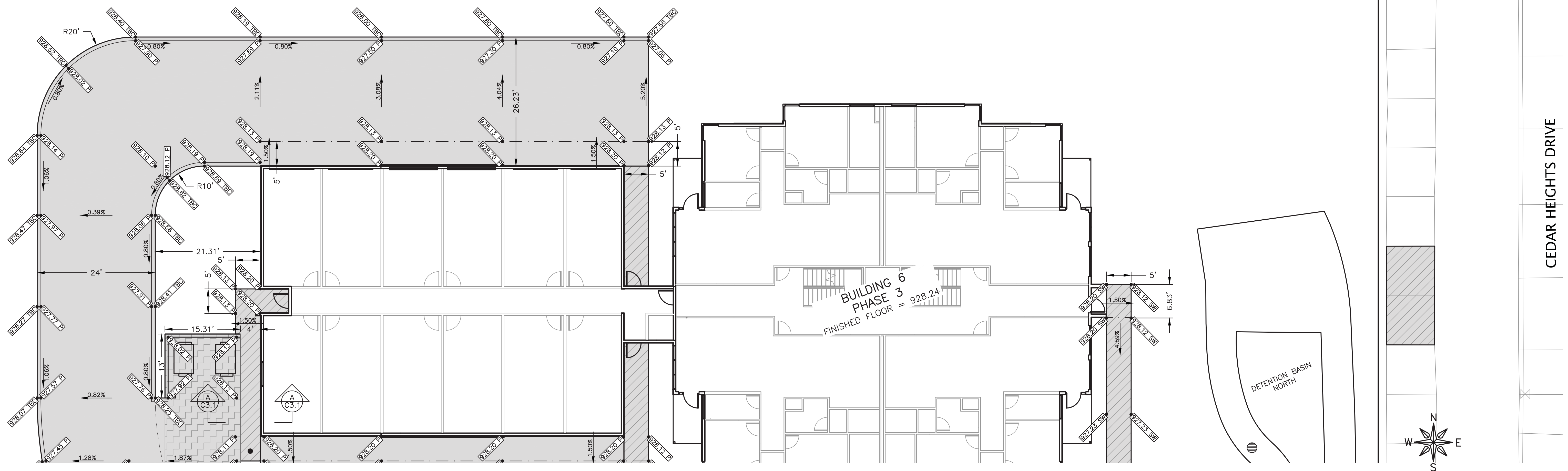
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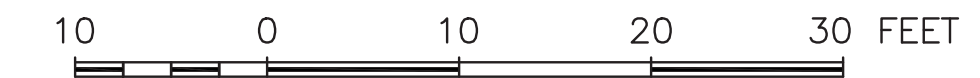
JOB NUMBER:  
 19-972

SHEET NUMBER:  
 C3.8





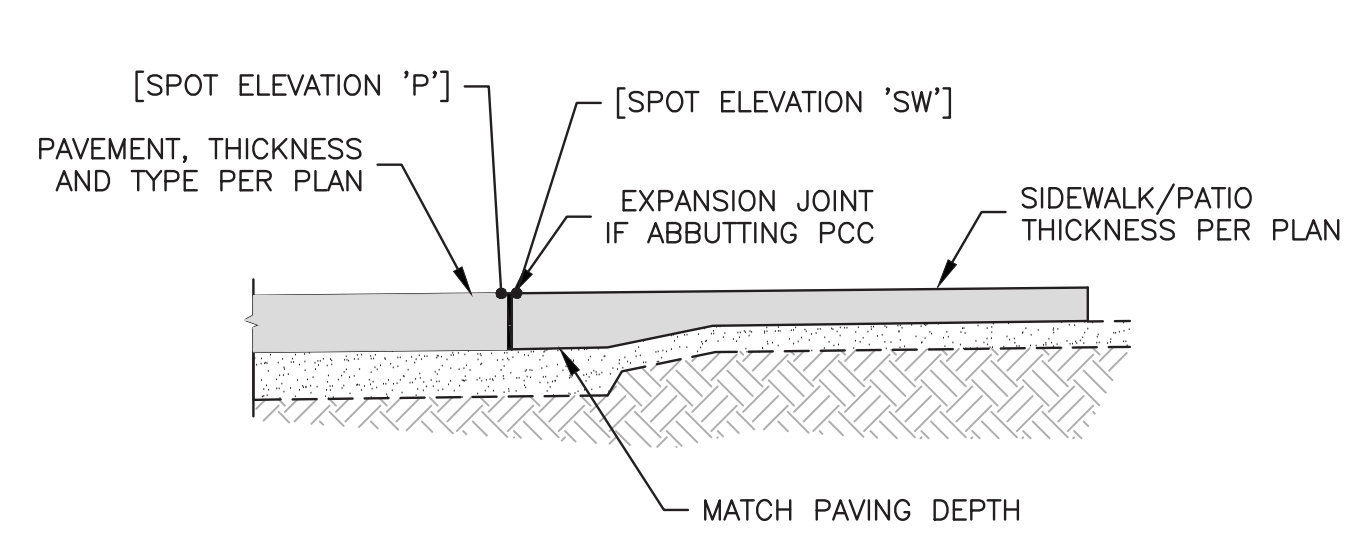
**NOTE:**  
ALL EXPANSION JOINTS SHALL BE SEALED



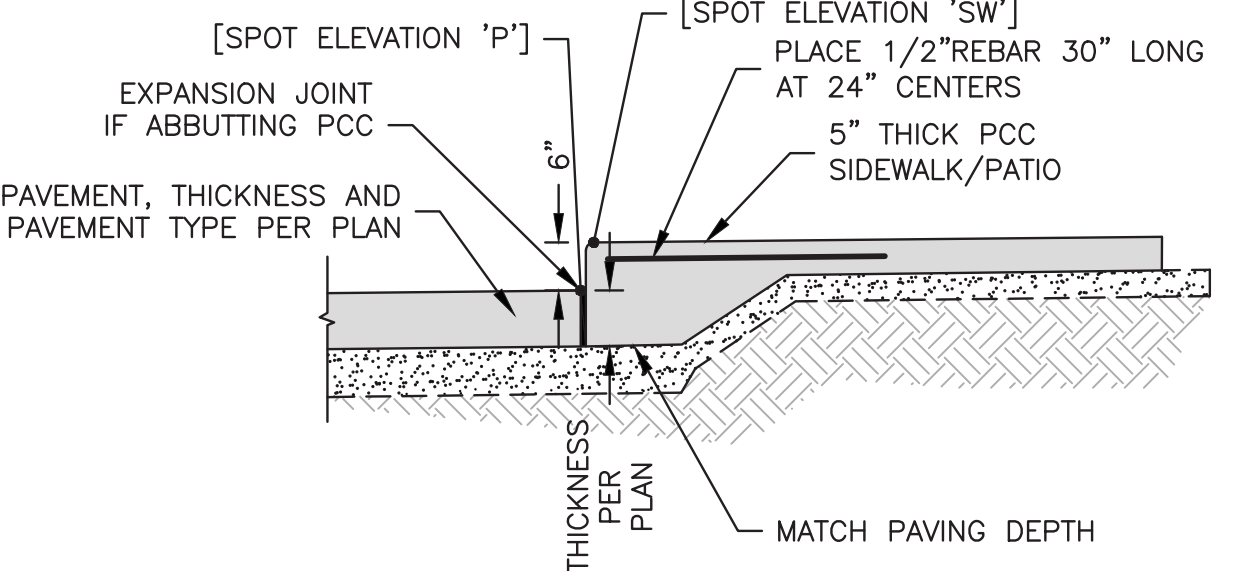
- HATCHING LEGEND**
- PCC SIDEWALK, 5" PCC ON 4" BASE
  - PCC PAVEMENT, 6" PCC ON 6" BASE  
\*(EXCLUDES THOSE PORTIONS FOR CEDAR HEIGHTS ROADWAY)
  - PCC PAVEMENT, 8" PCC ON 6" BASE

\* CEDAR HEIGHTS ROADWAY PAVEMENT PLACEMENT IS A FULL DEPTH PATCH AND SHALL BE PLACED IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS WHICH NOTES PAVEMENT THICKNESS TO BE 2" THICKER THAN EXISTING. PAVEMENT SHALL BE TIED TO EXISTING IN ACCORDANCE WITH DETAIL 7040.102, 'THIRD POINT JOINTING'. MINIMUM SUBBASE PLACEMENT SHALL BE 6" UNDER FULL DEPTH PATCHES

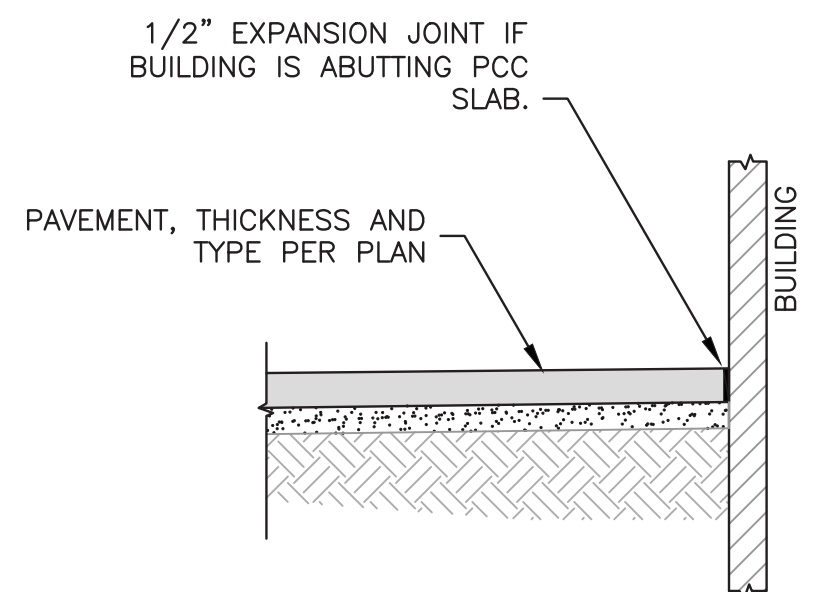
- SPOT ELEVATION LEGEND**
- P: PAVEMENT/GUTTER OF CURB
  - SW: SIDEWALK
  - TBC: TOP BACK CURB
  - FG: FINISHED GRADE (NON-PAVED)



SECTION A-A  
CLASS A SIDEWALK FLUSH



SECTION B-B  
CLASS A SIDEWALK RAISED



SECTION VIEW  
PAVEMENT ABUTTING BUILDING

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

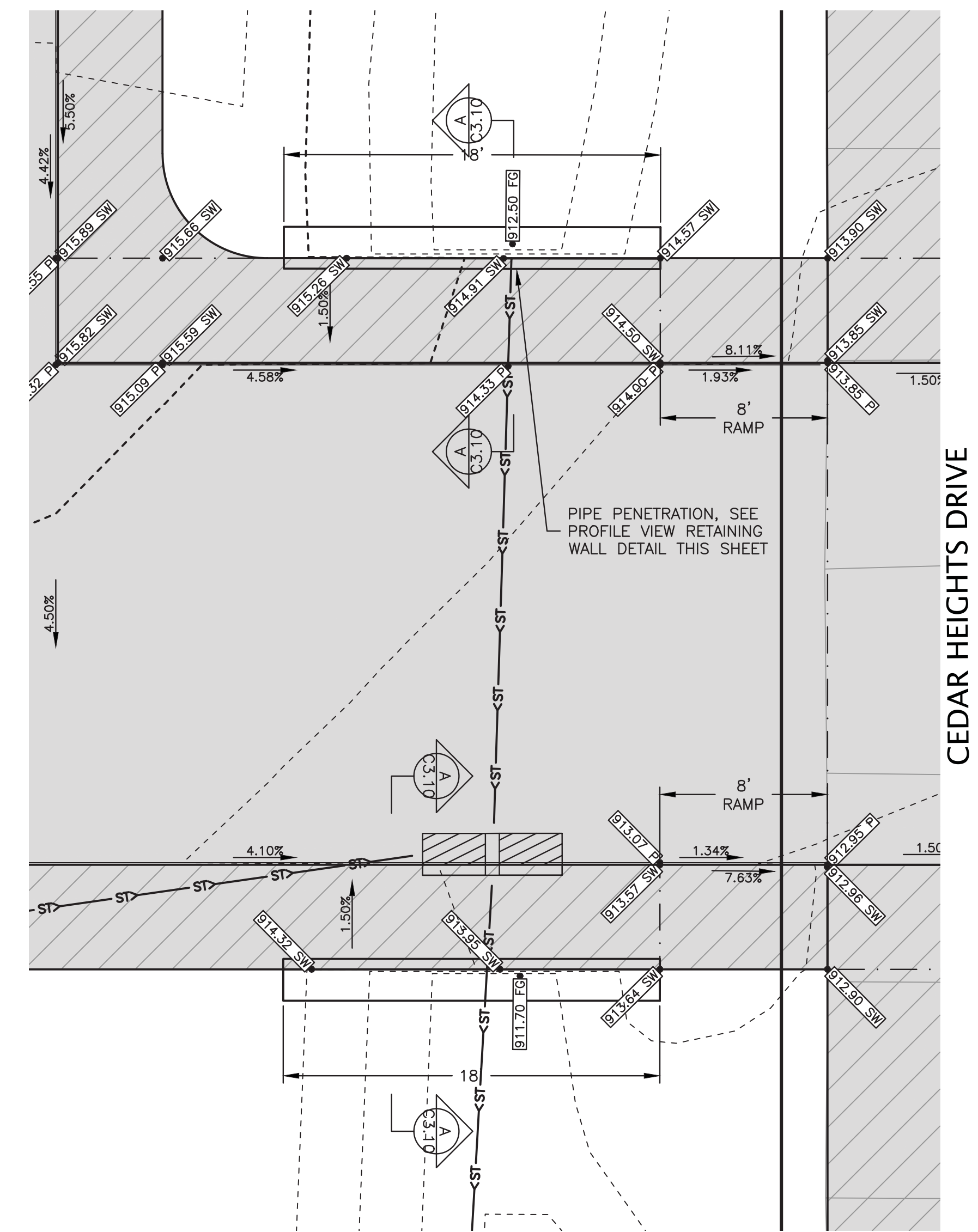
PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
PAVING PLAN - NORTH OF BUILDING 6 -  
PHASE 3  
SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C3.9

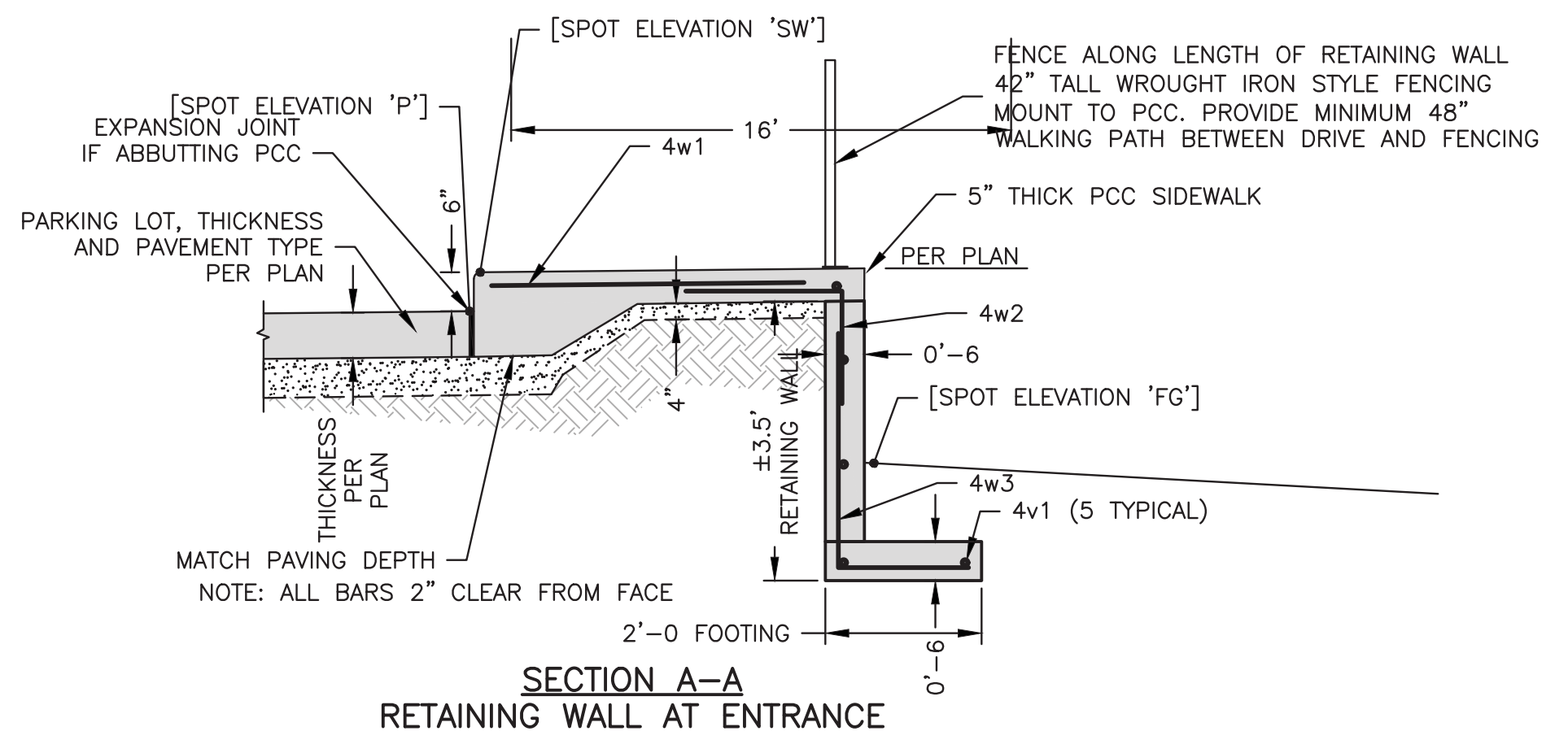
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19-972  
SHEET NUMBER:  
C3.9



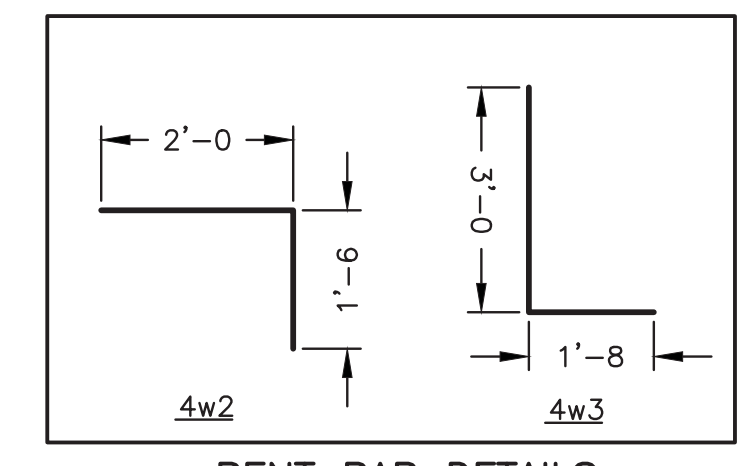
REINFORCING BAR LIST

NO	SIZE	SHAPE	LENGTH		SPACING	QUANTITY
			NORTH / SOUTH	N / S		
4v1	4	—	17'-6"	17'-6"	PER SEC.	5 / 5
4w1	4	—	4'-0"		18"	13 / 13
4w2	4	—	3'-6"		18"	13 / 13
4w3	4	—	4'-8"		18"	13 / 13

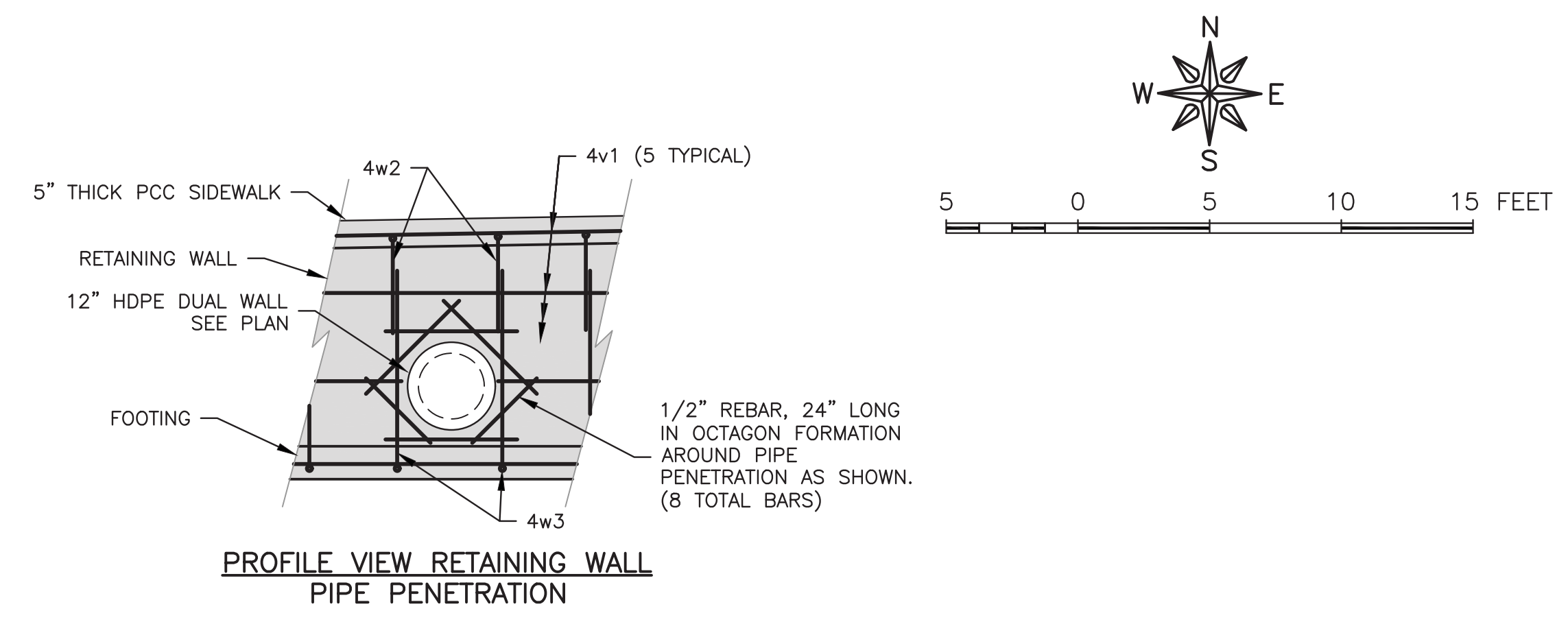
SOUTH ENTRANCE - PHASE 1



SOUTH ENTRANCE (PH. 1)  
 910.85 (NORTH SIDE)  
 910.05 (SOUTH SIDE)



BENT BAR DETAILS



PROFILE VIEW RETAINING WALL PIPE PENETRATION

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL

ILLINOIS  
 IOWA  
 WISCONSIN

OWNER/DEVELOPER:  
 LG COMPANIES, LLC  
 4104 WEDGEWOOD DRIVE  
 CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
 CREEKSIDE LUXURY CONDOS  
 CEDAR FALLS, IOWA

DRAWN BY: **AJB**  
 APPROVED BY: **NPK**  
 DATE: **07/23/2021**  
 SCALE: **AS NOTED**

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
**PAVING PLAN - RETAINING WALLS AT ENTRANCES - ALL PHASES**

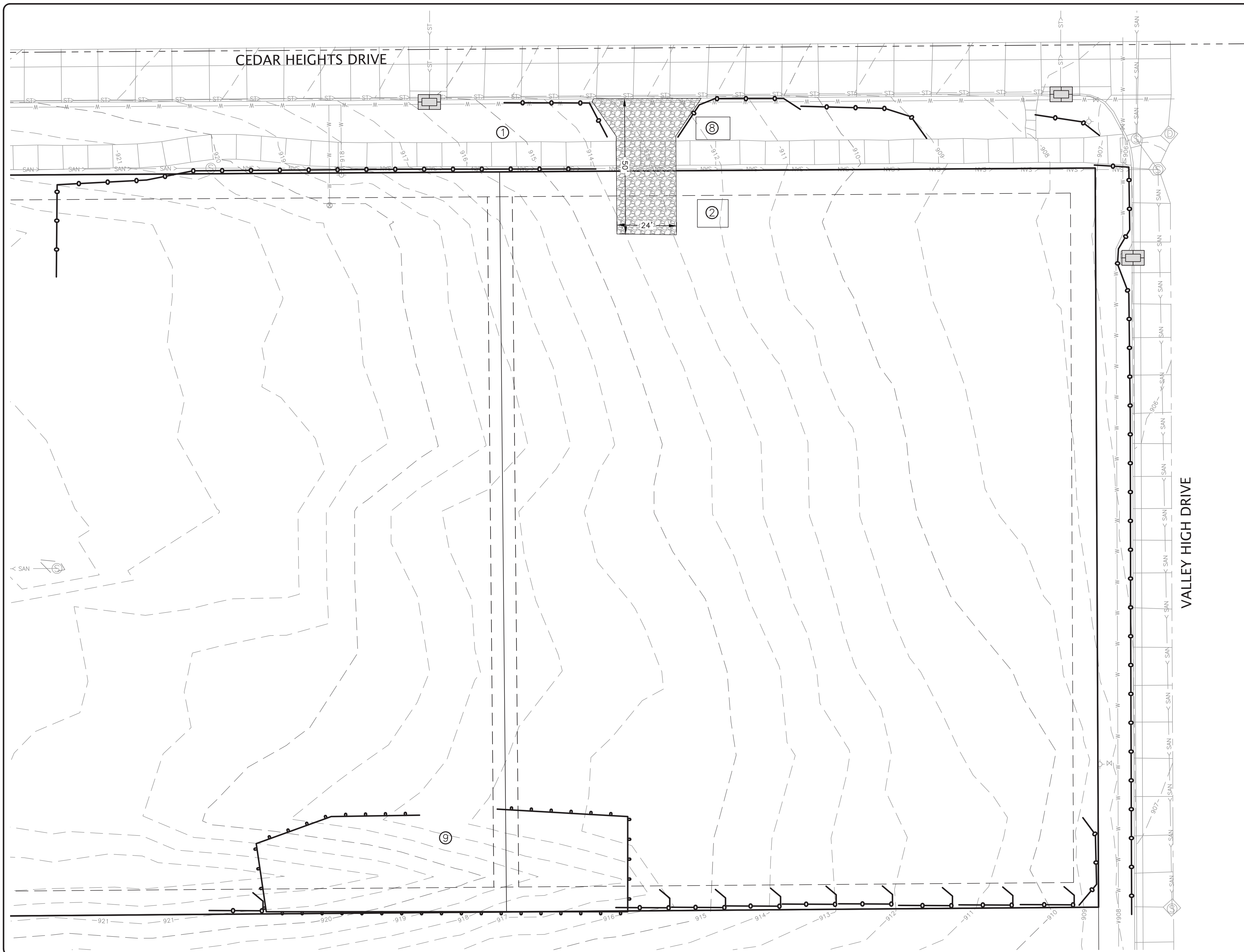
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JOB NUMBER:  
**19-972**

SHEET NUMBER:  
**C3.10**





**KEY**

- ① SWPPP BOX
- ② PORTABLE SANITARY FACILITY
- ③ CONSTRUCTION DUMPSTER
- ④ CONSTRUCTION PARKING
- ⑤ CONSTRUCTION TRAILER
- ⑥ MATERIAL STORAGE
- ⑦ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
- ⑧ CONCRETE WASHOUT
- ⑨ STOCK PILE

**LEGEND**

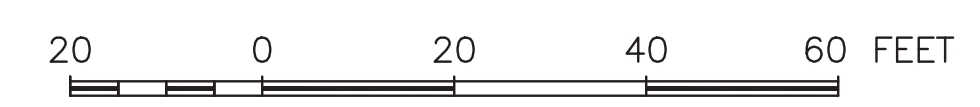
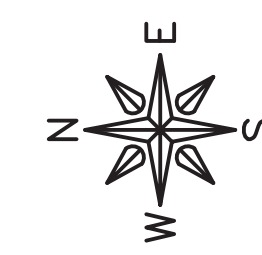
- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- EROSION STONE ON ENGINEERING FABRIC
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- INLET PROTECTION
- 9" WATTLE / SILT FENCE
- SILT FENCE

**SEQUENCE OF ACTIVITIES**

- INITIAL PREPARATION OF SITE FOR MOBILIZATION AND COMMENCEMENT OF WORK
1. INSTALL SWPPP BOX
  2. ESTABLISH PERIMETER CONTROLS
  3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE
  4. INSTALL PORTABLE SANITARY FACILITY
  5. ESTABLISH STAGING & PARKING AREAS
  6. ESTABLISH STOCK PILE CONTROLS
  7. PLACE INLET PROTECTION DEVICES ON ROADWAY INLETS.

**NOTES:**

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3. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
4. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT.



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DRAWN BY: **AJB**  
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DATE: **07/23/2021**  
SCALE: **AS NOTED**

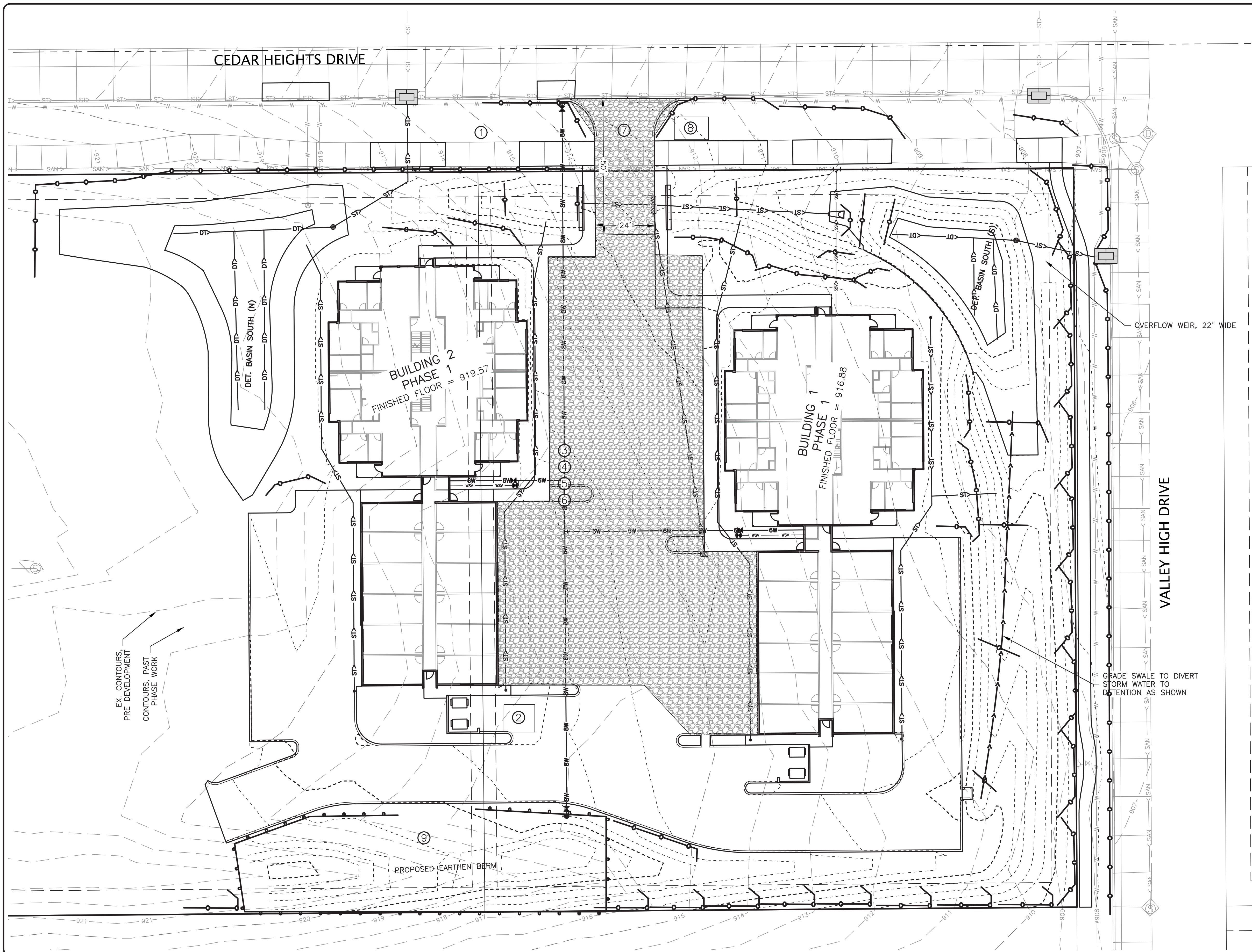
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SWPPP – INITIAL DISTURBANCE –  
PHASE 1

SET TYPE: **PERMIT**  
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JOB NUMBER:  
**19-972**

SHEET NUMBER:  
**C5.1**



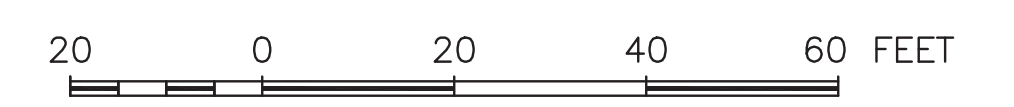
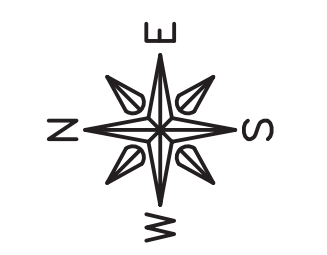
- KEY**
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  - ③ CONSTRUCTION DUMPSTER
  - ④ CONSTRUCTION PARKING
  - ⑤ CONSTRUCTION TRAILER
  - ⑥ MATERIAL STORAGE
  - ⑦ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
  - ⑧ CONCRETE WASHOUT
  - ⑨ STOCK PILE

- LEGEND**
- PCC
  - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
  - EROSION STONE ON ENGINEERING FABRIC
  - GRANULAR SURFACING PERMANENT OR TEMPORARY
  - INLET PROTECTION
  - 9" WATTLE / SILT FENCE
  - SILT FENCE

**SEQUENCE OF ACTIVITIES**  
CONSTRUCTION  
CONTINUED MAINTENANCE, IMPLEMENTATION, AND EVOLUTION OF SWPPP

1. MAINTENANCE
  - 1.A. SWPPP DOCUMENTS
  - 1.B. PERIMETER CONTROLS
  - 1.C. TEMPORARY CONSTRUCTION ENTRANCE
  - 1.D. STOCK PILES
2. SITE GRADING
  - 2.A. PLACE FABRIC ON STAND PIPE OF DETENTION BASIN TO FUNCTION AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION.
  - 2.B. PLACE EROSION MULCHING WHEN AREAS ARE NOT BEING WORKED OR ONCE GRADE IS ESTABLISHED
  - 2.C. PLACE PAVEMENT SUBBASE ONCE SUBGRADE PREPARED
  - 2.D. SWEEP STREETS WHEN EROSION IS TRACKED
3. UTILITIES
  - 3.A. PLACE EROSION MULCHING THROUGH DISTURBED AREAS
  - 3.B. PLACE INLET PROTECTION DEVICES FOR NEWLY INSTALLED INTAKES
  - 3.C. PLACE SILT FENCE TO PROTECT CULVERTS
  - 3.D. SWEEP STREETS WHEN EROSION IS TRACKED
4. BUILDING CONSTRUCTION
  - 4.A. MAINTAIN ONSITE CONTROLS
5. SITE PAVING
  - 5.A. INSTALL CONCRETE WASHOUT
  - 5.B. REMOVE TEMPORARY CONSTRUCTION ENTRANCE ONCE REQUIRED TO PREPARE SUBBASE AND PLACE PAVEMENT

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ENGINEERING & ENVIRONMENTAL

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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
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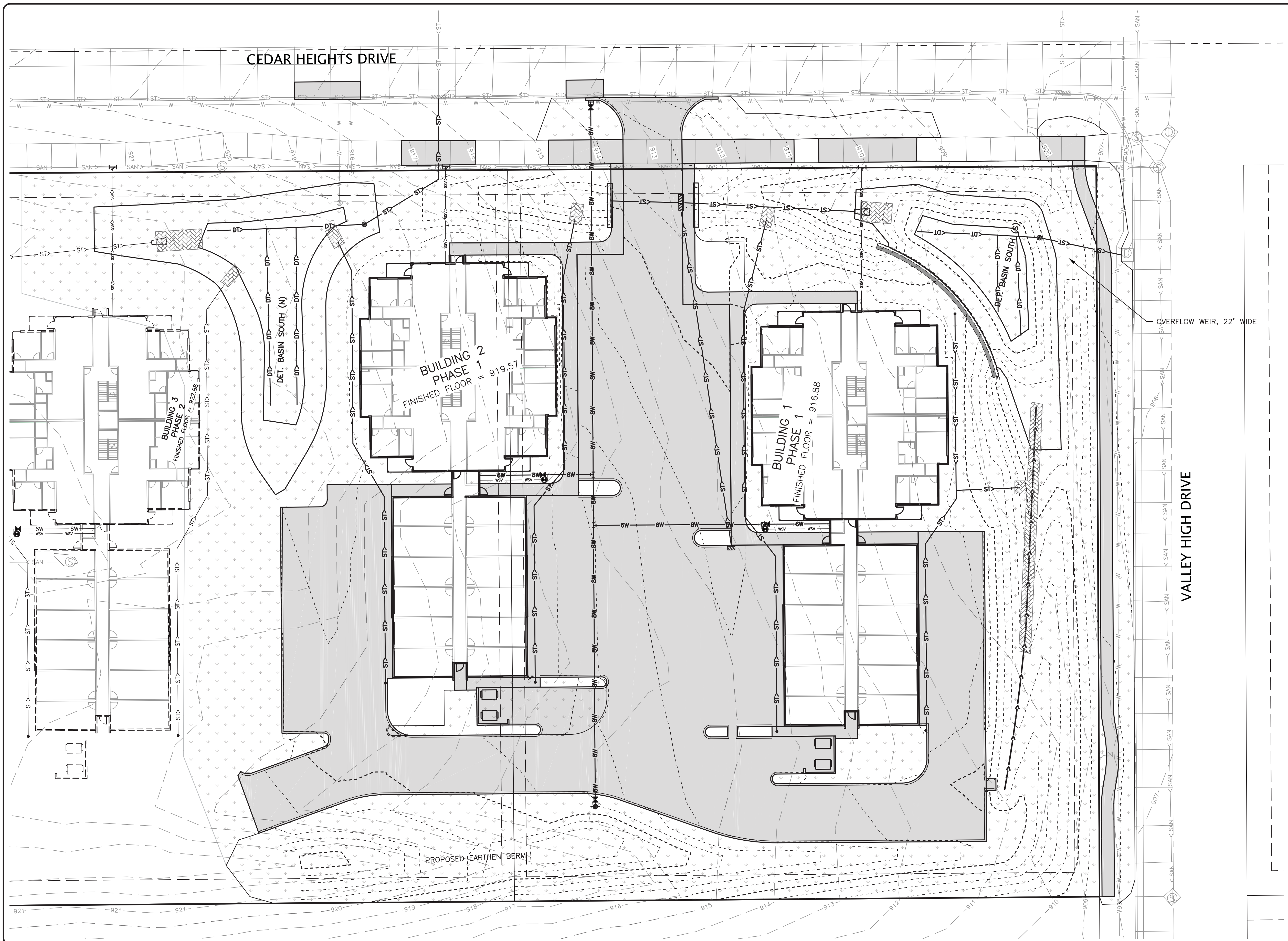
DRAWING:  
SWPPP – SITE CONSTRUCTION –  
PHASE 1

SET TYPE: PERMIT

G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C5.2

JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.2

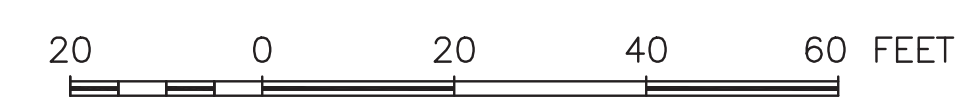
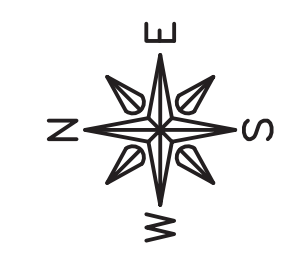


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  - ③ CONSTRUCTION DUMPSTER
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  - ⑥ MATERIAL STORAGE
  - ⑦ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
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  - ⑨ STOCK PILE

- LEGEND**
- PCC
  - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
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  - GRANULAR SURFACING PERMANENT OR TEMPORARY
  - INLET PROTECTION
  - 9" WATTLE / SILT FENCE
  - SILT FENCE

- SEQUENCE OF ACTIVITIES**  
FINAL STABILIZATION
1. REMOVAL OF SILT BASIN
    - 1.A. DREDGE BASINS TO REMOVE ACCUMULATING SILT.
    - 1.B. REMOVE TEMPORARY SILT DEVICE FROM OUTLET STRUCTURE OF BASIN.
  2. SEEDING
    - 2.A. REMOVE EROSION FROM DEVICES TO FINISHED GRADE AND PREP SEEDING AREAS
    - 2.B. PLACE SEEDING, MULCHING, AND FERTILIZER
    - 2.C. WATER AS NECESSARY
  3. SEEDING ESTABLISHED
    - 3.A. REMOVE ALL TEMPORARY CONTROLS.
    - 3.B. BEGIN DETENTION SYSTEM MAINTENANCE SCHEDULE.

NOTE:  
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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SWPPP – FINAL STABILIZATION – PHASE 1

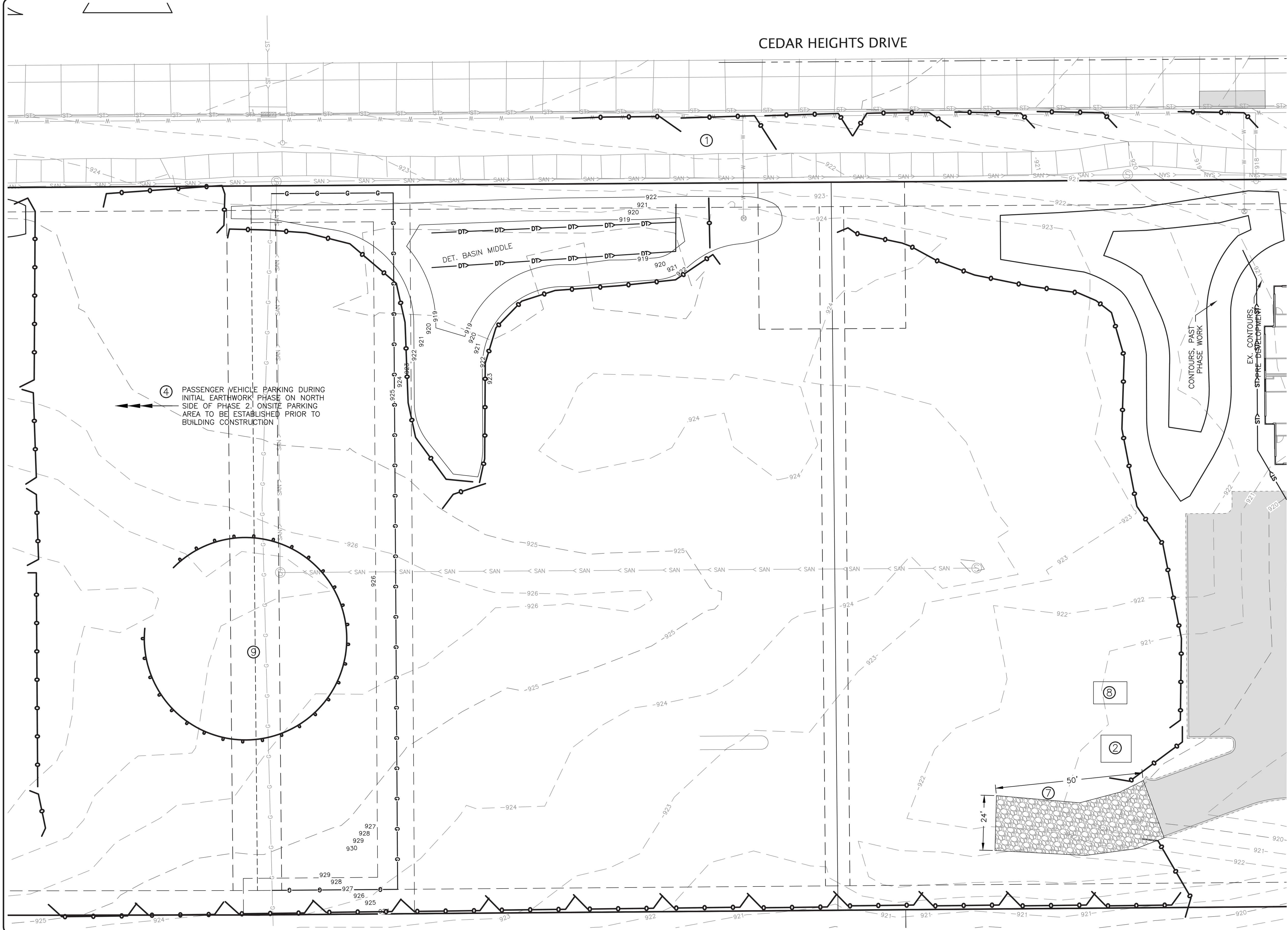
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.3

### CEDAR HEIGHTS DRIVE



- KEY**
- ① SWPPP BOX
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  - ③ CONSTRUCTION DUMPSTER
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  - ⑤ CONSTRUCTION TRAILER
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  - ⑨ STOCK PILE

- LEGEND**
- PCC
  - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
  - EROSION STONE ON ENGINEERING FABRIC
  - GRANULAR SURFACING PERMANENT OR TEMPORARY
  - INLET PROTECTION
  - 9" WATTLE / SILT FENCE
  - SILT FENCE

- SEQUENCE OF ACTIVITIES**
- INITIAL PREPARATION OF SITE FOR MOBILIZATION AND COMMENCEMENT OF WORK
1. INSTALL SWPPP BOX
  2. ESTABLISH PERIMETER CONTROLS
  3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE
  4. INSTALL PORTABLE SANITARY FACILITY
  5. ESTABLISH STAGING & PARKING AREAS
  6. ESTABLISH STOCK PILE CONTROLS
  7. PLACE INLET PROTECTION DEVICES ON ROADWAY INLETS.

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ENGINEERING & ENVIRONMENTAL

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CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
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DRAWN BY: AJB  
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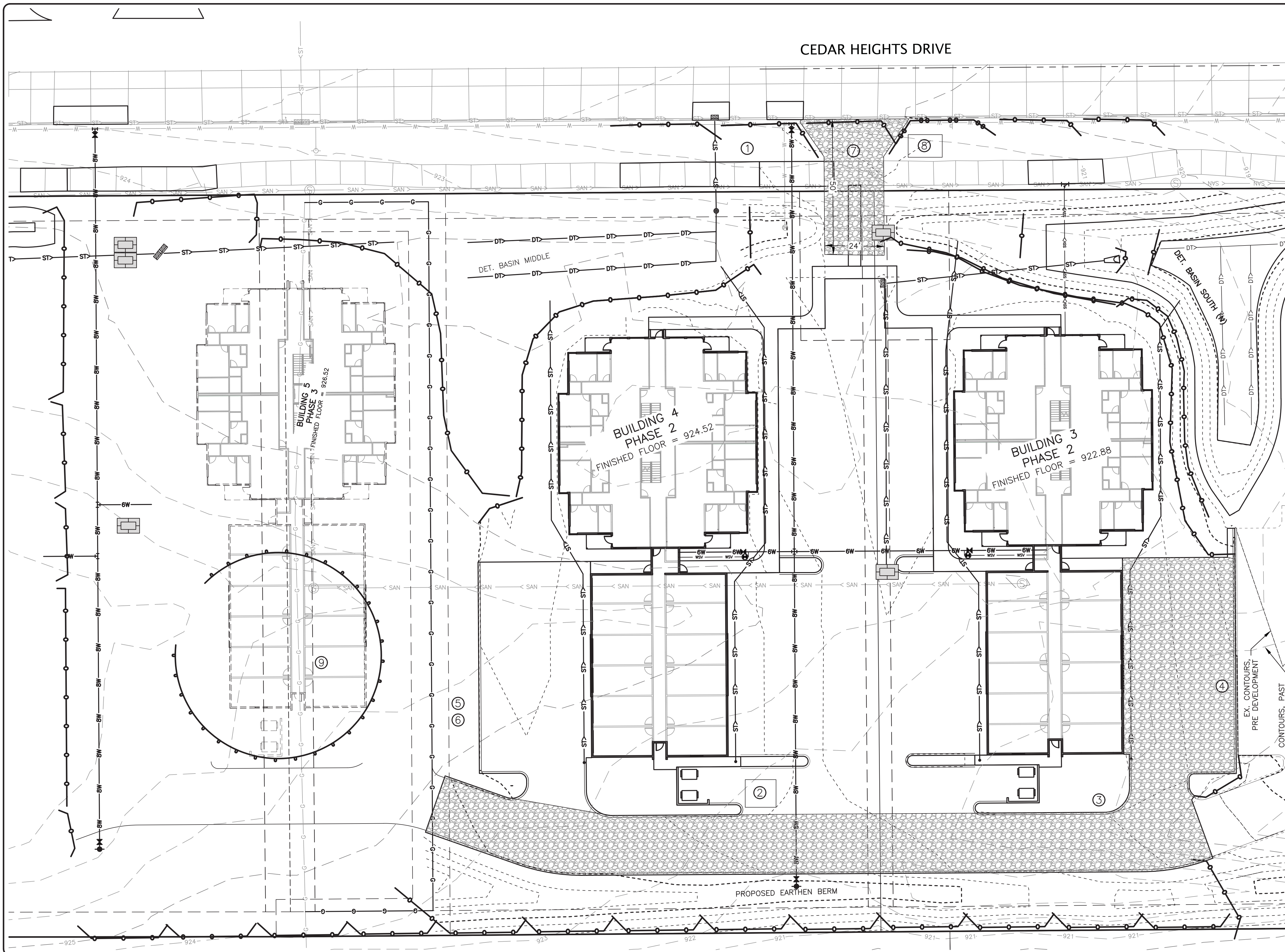
DRAWING:  
SWPPP – INITIAL DISTURBANCE –  
PHASE 2

SET TYPE: PERMIT

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JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.4



**KEY**

- ① SWPPP BOX
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- ⑨ STOCK PILE

**LEGEND**

- PCC
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- EROSION STONE ON ENGINEERING FABRIC
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- 9" WATTLE / SILT FENCE
- SILT FENCE

**SEQUENCE OF ACTIVITIES**

- INITIAL  
PREPARATION OF SITE FOR MOBILIZATION AND COMMENCEMENT OF WORK
1. INSTALL SWPPP BOX
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SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SWPPP – SITE CONSTRUCTION –  
PHASE 2

SET TYPE: PERMIT

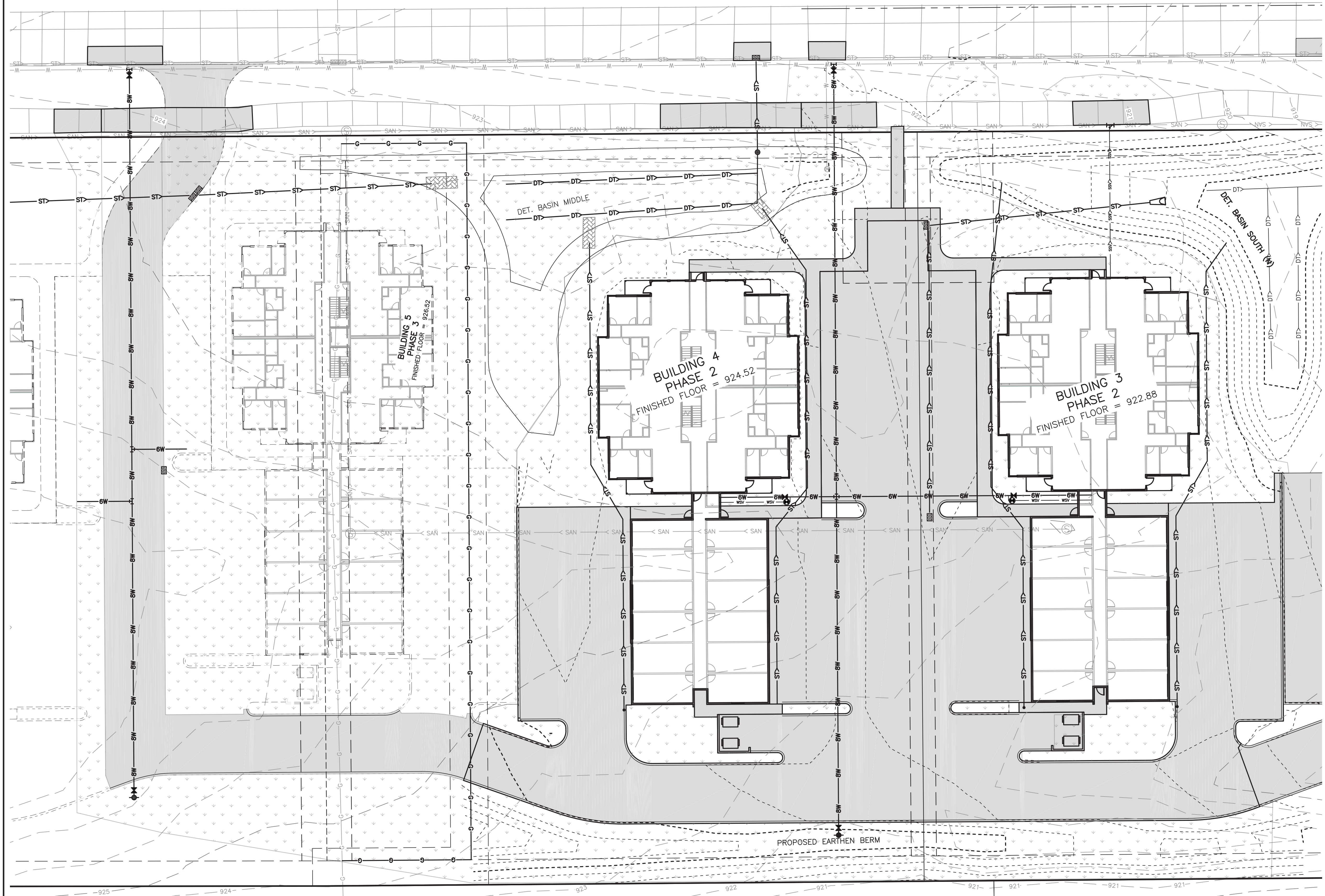
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JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.5



CEDAR HEIGHTS DRIVE

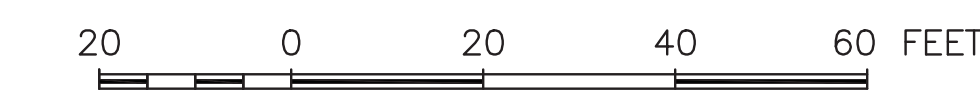
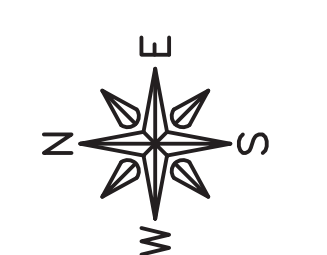


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- SEQUENCE OF ACTIVITIES**
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REV. NO.	DESCRIPTION	DATE

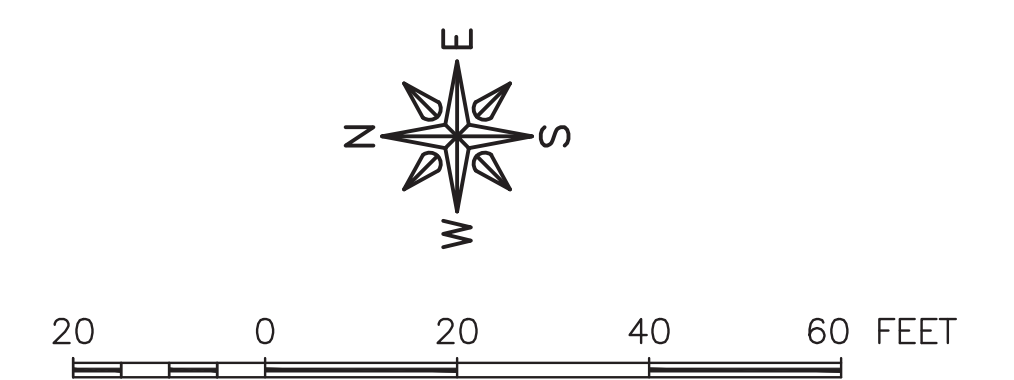
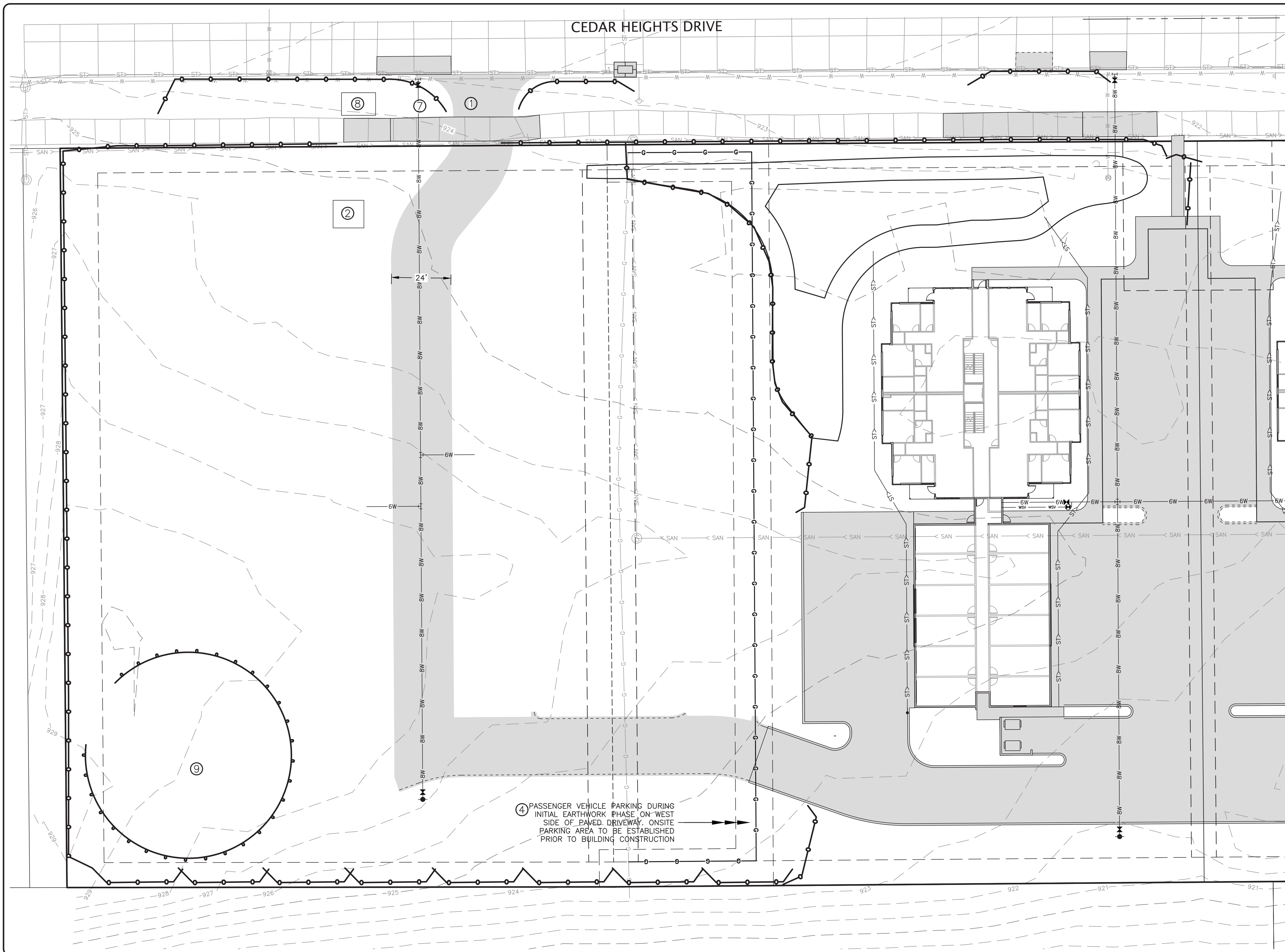
DRAWING:  
SWPPP – FINAL STABILIZATION –  
PHASE 2

SET TYPE: PERMIT

G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C5.6

JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.6



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

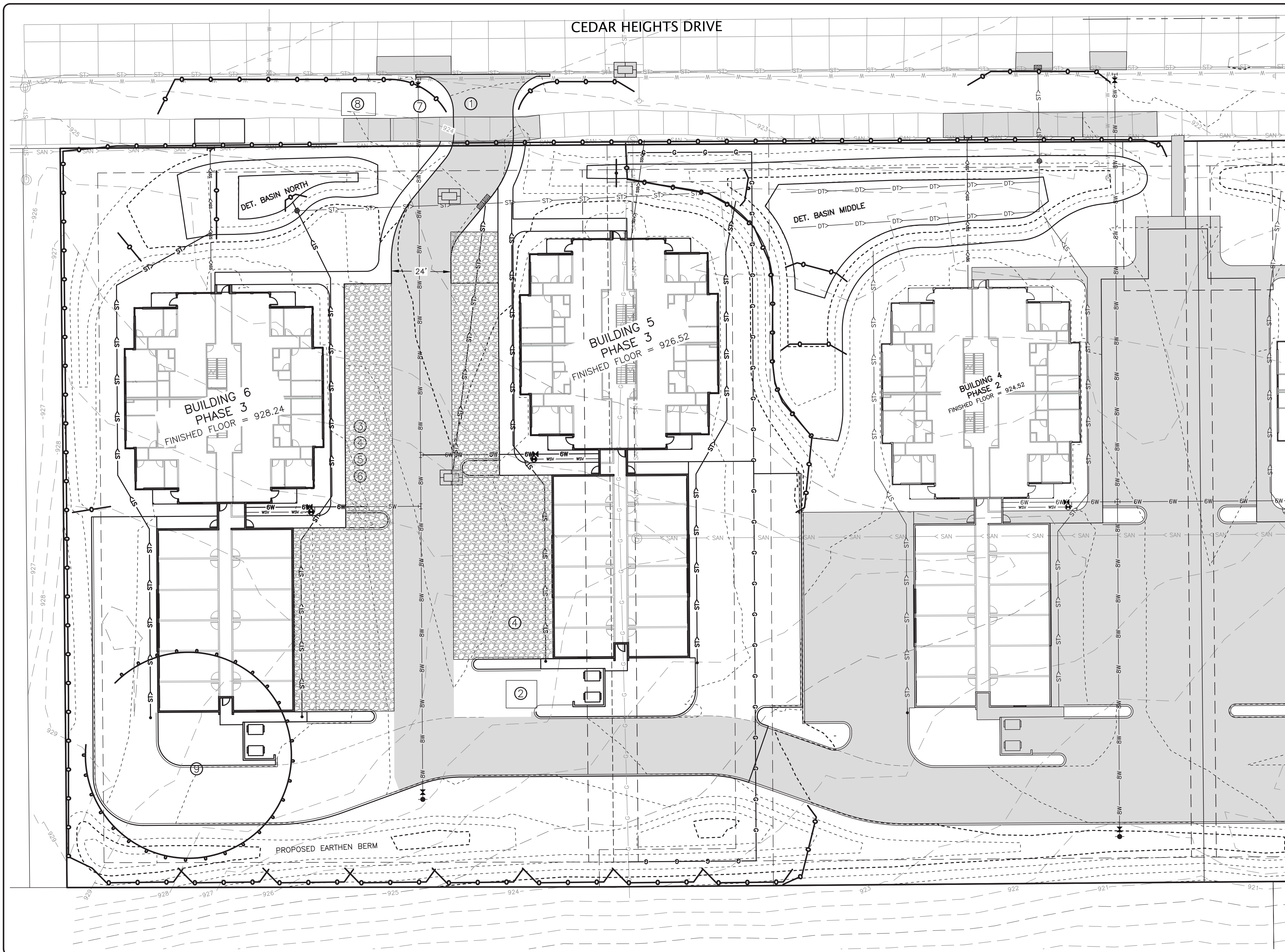
DRAWING:  
SWPPP – INITIAL DISTURBANCE –  
PHASE 3

SET TYPE: PERMIT

G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C5.7

JOB NUMBER:  
19-972

SHEET NUMBER:  
C5.7



KEY

- ① SWPPP BOX
- ② PORTABLE SANITARY FACILITY
- ③ CONSTRUCTION DUMPSTER
- ④ CONSTRUCTION PARKING
- ⑤ CONSTRUCTION TRAILER
- ⑥ MATERIAL STORAGE
- ⑦ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
- ⑧ CONCRETE WASHOUT
- ⑨ STOCK PILE

LEGEND

- PCC
- TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
- EROSION STONE ON ENGINEERING FABRIC
- GRANULAR SURFACING PERMANENT OR TEMPORARY
- INLET PROTECTION
- 9" WATTLE / SILT FENCE

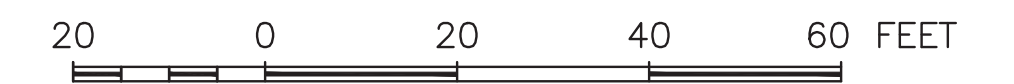
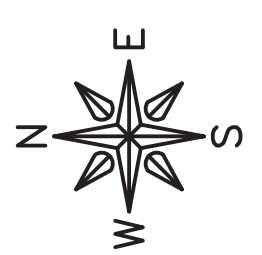
SEQUENCE OF ACTIVITIES

- CONTINUED MAINTENANCE, IMPLEMENTATION, AND EVOLUTION OF SWPPP

1. MAINTENANCE
  - 1.A. SWPPP DOCUMENTS
  - 1.B. PERIMETER CONTROLS
  - 1.C. TEMPORARY CONSTRUCTION ENTRANCE
  - 1.D. STOCK PILES
2. SITE GRADING
  - 2.A. PLACE FABRIC ON STAND PIPE OF DETENTION BASIN TO FUNCTION AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION.
  - 2.B. PLACE EROSION MULCHING WHEN AREAS ARE NOT BEING WORKED OR ONCE GRADE IS ESTABLISHED
  - 2.C. PLACE PAVEMENT SUBBASE ONCE SUBGRADE PREPARED
  - 2.D. SWEEP STREETS WHEN EROSION IS TRACKED
3. UTILITIES
  - 3.A. PLACE EROSION MULCHING THROUGH DISTURBED AREAS
  - 3.B. PLACE INLET PROTECTION DEVICES FOR NEWLY INSTALLED INTAKES
  - 3.C. PLACE SILT FENCE TO PROTECT CULVERTS
  - 3.D. SWEEP STREETS WHEN EROSION IS TRACKED
4. BUILDING CONSTRUCTION
  - 4.A. MAINTAIN ONSITE CONTROLS
5. SITE PAVING
  - 5.A. INSTALL CONCRETE WASHOUT
  - 5.B. REMOVE TEMPORARY CONSTRUCTION ENTRANCE ONCE REQUIRED TO PREPARE SUBBASE AND PLACE PAVEMENT

NOTES:

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
3. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
4. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT.



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

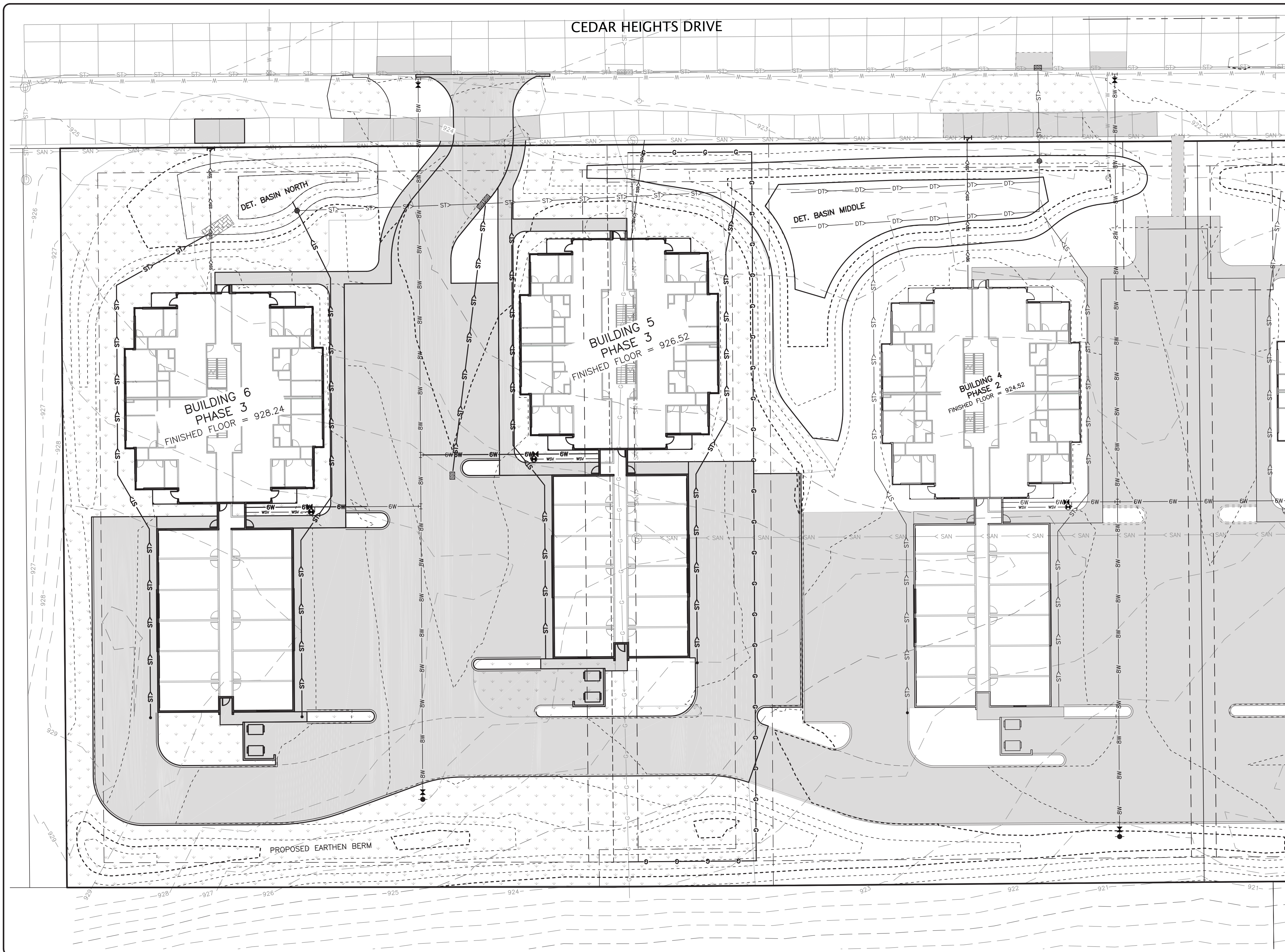
PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SWPPP – SITE CONSTRUCTION –  
PHASE 3  
SET TYPE: PERMIT  
G:\C30\19\19-972 Cedar Heights Condos\19-972 design.dwg, C5.8

JOB NUMBER:  
19-972  
SHEET NUMBER:  
C5.8

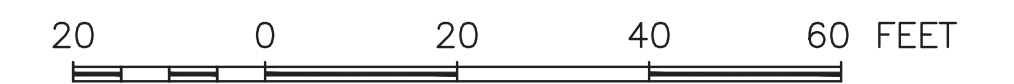
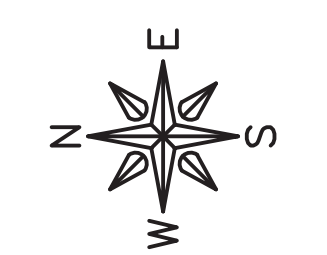


- KEY**
- ① SWPPP BOX
  - ② PORTABLE SANITARY FACILITY
  - ③ CONSTRUCTION DUMPSTER
  - ④ CONSTRUCTION PARKING
  - ⑤ CONSTRUCTION TRAILER
  - ⑥ MATERIAL STORAGE
  - ⑦ STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
  - ⑧ CONCRETE WASHOUT
  - ⑨ STOCK PILE

- LEGEND**
- PCC
  - TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)
  - EROSION STONE ON ENGINEERING FABRIC
  - GRANULAR SURFACING PERMANENT OR TEMPORARY
  - INLET PROTECTION
  - 9" WATTLE / SILT FENCE
  - SILT FENCE

- SEQUENCE OF ACTIVITIES**  
FINAL STABILIZATION
1. REMOVAL OF SILT BASIN
    - 1.A. DREDGE BASINS TO REMOVE ACCUMULATING SILT.
    - 1.B. REMOVE TEMPORARY SILT DEVICE FROM OUTLET STRUCTURE OF BASIN.
  2. SEEDING
    - 2.A. REMOVE EROSION FROM DEVICES TO FINISHED GRADE AND PREP SEEDING AREAS
    - 2.B. PLACE SEEDING, MULCHING, AND FERTILIZER
    - 2.C. WATER AS NECESSARY
  3. SEEDING ESTABLISHED
    - 3.A. REMOVE ALL TEMPORARY CONTROLS.
    - 3.B. BEGIN DETENTION SYSTEM MAINTENANCE SCHEDULE.

NOTE:  
NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/23/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SWPPP – FINAL STABILIZATION – PHASE 3  
SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, C5.9

JOB NUMBER:  
19-972  
SHEET NUMBER:  
C5.9

# SITE DEVELOPMENT PLAN CREEKSIDE LUXURY CONDOS

SITE ADDRESS - CEDAR HEIGHTS DRIVE  
LOTS 1-3, HANNA PARK COMMERCIAL ADDITION & LOT 4,  
HANNA'S P.A. ADDITION.

OWNER  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

ARCHITECT  
LEVI ARCHITECTURE  
1009 TECHNOLOGY PARKWAY  
CEDAR FALLS, IA 50613

ZONING: (CURRENT) C-1 NEIGHBORHOOD COMMERCIAL  
(PROPOSED) R-P PLANNED RESIDENTIAL

LOT INFORMATION  
LOT SIZE: 278,124 S.F. / 6.38 ACRES

SETBACK REQUIREMENTS (PER PLAT)  
FRONT: 25'  
REAR: 25'  
SIDE: 25'

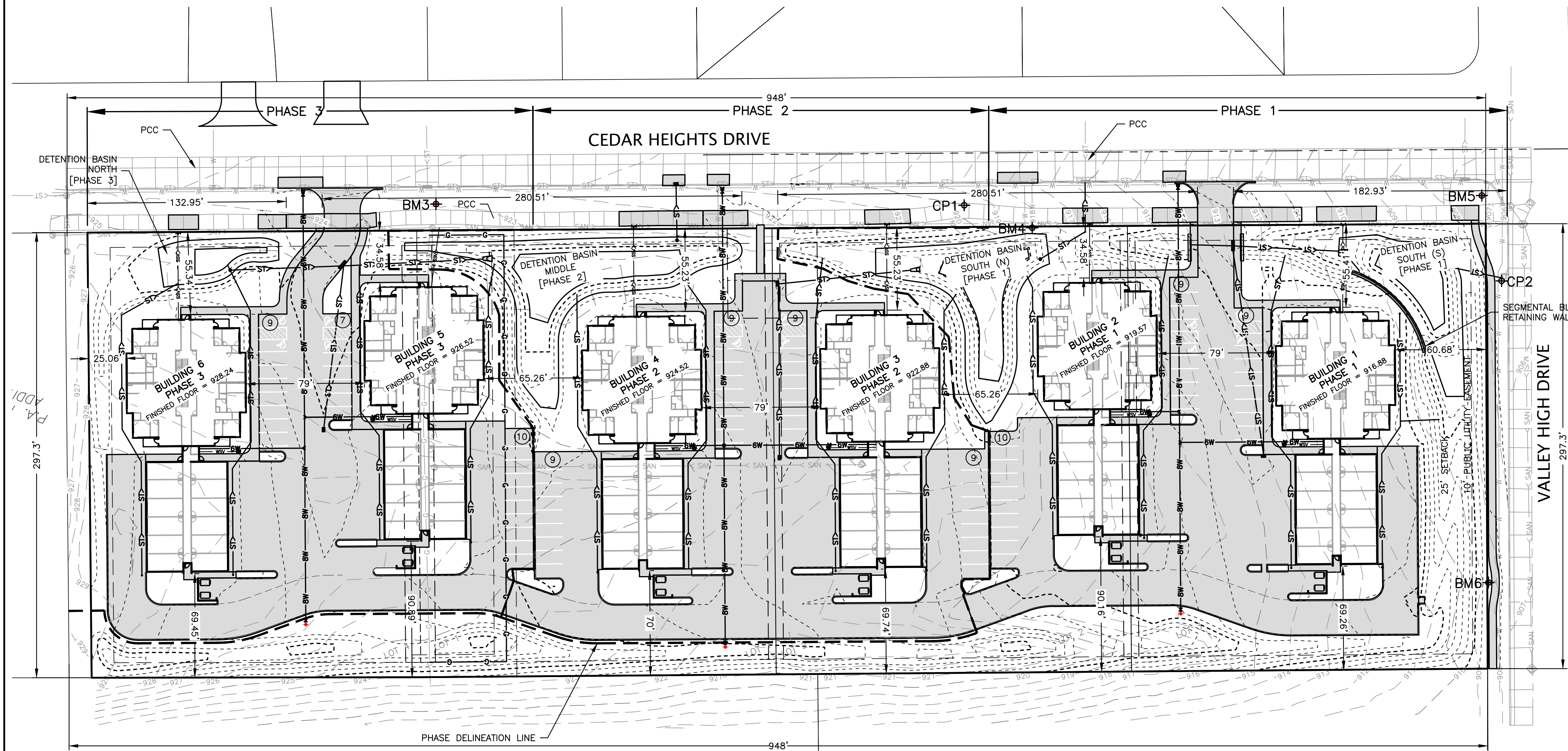
**BUILDING AND LOT USE**  
PROPOSED  
BUILDING HEIGHT AT PEAK - 41'-8"  
BUILDING FOOTPRINT: 10,500 S.F. (EACH)  
BUILDING FOOTPRINT: 63,000 S.F. (TOTAL) (22.7%)  
TOTAL PAVEMENT & SIDEWALKS: 107,446 S.F. (38.6%)  
TOTAL VEGETATED SURFACE: 107,678 S.F. (38.7%)

EXISTING  
BUILDING FOOTPRINT: N/A  
TOTAL PAVEMENT & SIDEWALKS: N/A  
TOTAL VEGETATED SURFACE: 278,124 S.F. (100%)  
DENSITY - 72 UNITS/6.38 ACRES = 11.3 UNITS/ACRE

**PARKING DATA (PROPOSED)**  
TOTAL REQUIRED PARKING:  
DWELLING, MULTI-UNIT: TWO PARKING SPACES PER DWELLING UNIT, PLUS ONE ADDITIONAL PARKING SPACE FOR EACH BEDROOM IN EACH DWELLING UNIT IN EXCESS OF TWO BEDROOMS. ONE ADDITIONAL STALL SHALL BE PROVIDED FOR EVERY FIVE UNITS IN EXCESS OF FIVE UNITS FOR VISITOR PARKING.  
72 TWO BEDROOM UNITS = 144 SPACES  
VISITOR PARKING = 15 SPACES  
TOTAL SPACES = 159 SPACES

TOTAL PROVIDED PARKING - 162 PARKING STALLS  
(12 HANDICAP)  
(150 STANDARD)

FLOOD PLAIN - N/A  
WETLAND - N/A  
PHASING  
PROJECT PLANNED TO BE CONSTRUCTED IN 3 PHASES, 2 STRUCTURES PER PHASE. PHASE 1 TO HAVE A SINGLE DRIVEWAY FROM CEDAR HEIGHTS DRIVE. SECOND DRIVEWAY CONSTRUCTED IN PHASE 2 FROM CEDAR HEIGHTS DRIVE.



### DATUM INFORMATION

VERTICAL CONTROL: NAVD(88)  
HORIZONTAL CONTROL: NAD83 IOWA STATE PLANE NORTH ZONE,  
US SURVEY FEET

### CONTROL AND BENCHMARK INFORMATION

CP 1 = CUT X IN SIDWALK, WEST SIDE OF CEDAR HEIGHTS DR., ±360' NORTH OF VALLEY HIGH DR. N-3647766.17, E-5214792.42, ELEV-919.82  
CP 2 = CUT X ON CONCRETE INTAKE TOP NORTH SIDE OF VALLEY HIGH DR., WEST OF CEDAR HEIGHTS DR. N-3647407.03, E-5214741.82, ELEV-906.28  
BM 3 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±716' NORTH OF VALLEY HIGH DR. N-3648119.17, E-5214793.16, ELEV-925.04  
BM 4 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±316' NORTH OF VALLEY HIGH DR. N-3647720.71, E-5214777.34, ELEV-920.83  
BM 5 = X ON HYDRANT BOLT, WEST SIDE OF CEDAR HEIGHTS DR., ±18' NORTH OF VALLEY HIGH DR. N-3647420.27, E-5214798.87, ELEV-909.39  
BM 6 = X ON HYDRANT BOLT, NORTH SIDE OF VALLEY HIGH DRIVE, ±270' WEST OF CEDAR HEIGHTS DR., N-3647420.27, E-5214798.87, ELEV-909.39

NOTE:  
EARTHEN BERM TO BE CONSTRUCTED THE ENTIRE LENGTH IN PHASE 1. LANDSCAPING OF THE BERM TO BE COMPLETED AS EACH ADJACENT PHASE IS COMPLETED.

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 10/15/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
SITE DEVELOPMENT PLAN

SET TYPE: PERMIT  
G:\C30\19-972 Cedar Heights Condos\19-972 design.dwg, CO.3

JOB NUMBER:  
19-972

SHEET NUMBER:  
C0.3

## LANDSCAPE PLAN CREEKSIDE LUXURY CONDOS

ZONING (PROPOSED) RP / PROPOSED RESIDENTIAL

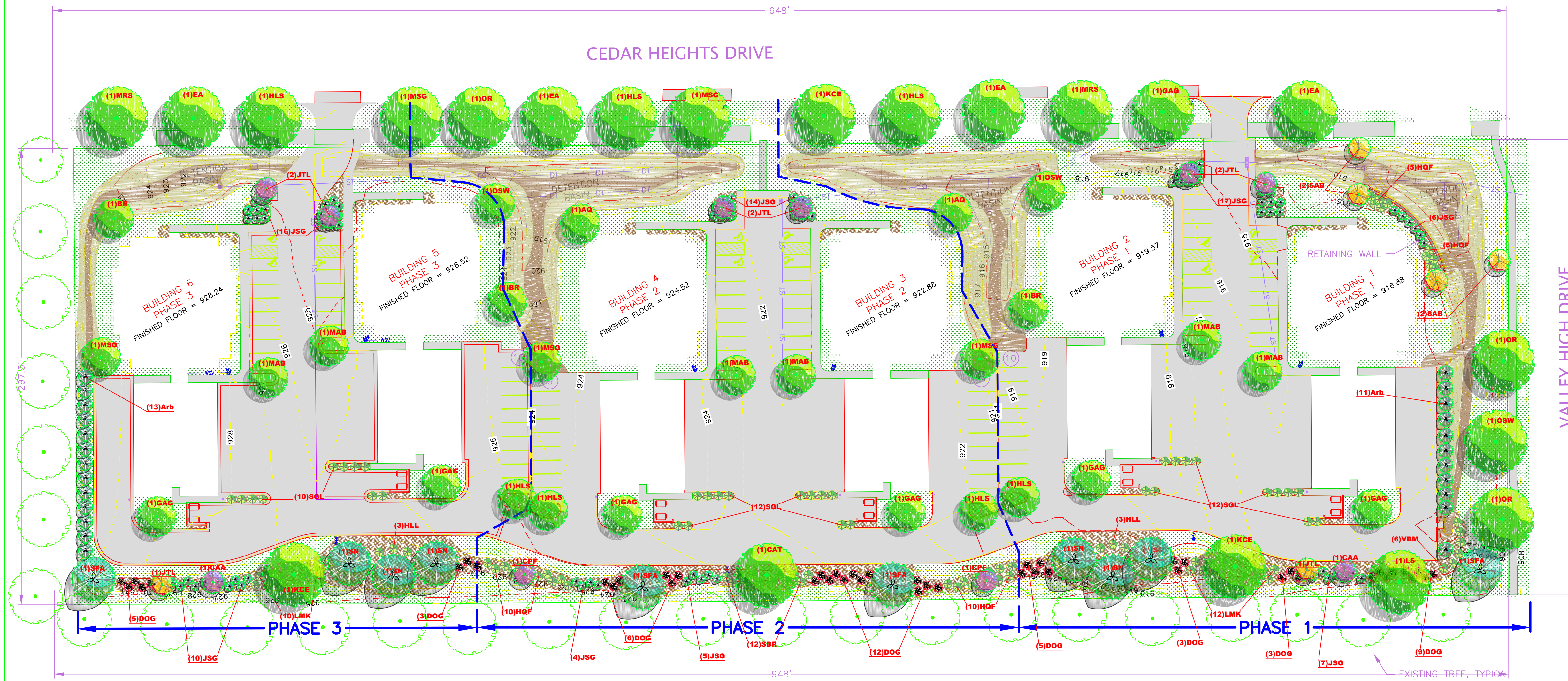
LOT SIZE: 278,124 S.F. / 6.38 ACRES

REQUIREMENTS PER ORDINANCE (PARAPHRASED):

- a. HEDGE SCREENING ALONG PARKING STALLS AND WHERE HEADLIGHTS WOULD BE A NUISANCE TO NEIGHBORS.
- b. TREES PLACED EVERY 50 FEET ALONG PARKING.

- NOTES:
1. OVERSTORY TREE MIN. SIZE SHALL BE 1.5" CALIPER FOR DECIDUOUS / 3" TALL FOR CONIFEROUS
  2. ORNAMENTAL TREE MIN. SIZE SHALL BE 1" CALIPER
  3. SHRUBS SHALL BE MINIMUM 2 GALLON CONTAINER
  4. STREET TREES SHALL AVOID UTILITIES.

PHASING  
PROJECT PLANNED TO BE CONSTRUCTED IN 3 PHASES, 2 STRUCTURES PER PHASE SHARING A DRIVE FROM CEDAR HEIGHTS DRIVE. PHASING SHOWN IN DETAIL ON C2.# SERIES SHEETS.



Symbol	Overstory Street Trees	QTY	Size	Mature Height
MRS	Maple, Red Sunset	2	1.5" Cal	45'
EA	Elm, Accolade	4	1.5" Cal	60'
HLS	Honeylocust, Skyline	3	1.5" Cal	50'
MSG	Maple Sienna Glen	2	1.5" Cal	50'
OR	Oak, Red	1	1.5" Cal	60'
KCE	Kentucky Coffeetree, Espresso	1	1.5" Cal	50'
GAG	Ginkgo, Autumn Gold	1	1.5" Cal	50'
<b>Site Landscaping Overstory Tree</b>				
HLS	Honeylocust, Skyline	4	1.5" Cal	50'
MSG	Maple Sienna Glen	3	1.5" Cal	50'
OR	Oak, Red	2	1.5" Cal	60'
KCE	Kentucky Coffeetree, Espresso	2	1.5" Cal	50'
GAG	Ginkgo, Autumn Gold	6	1.5" Cal	50'
MAB	Maple Autumn Blaze	6	1.5" Cal	50'
BR	Birch, River	3	1.5" Cal	45'
OSW	Oak, Swamp White	3	1.5" Cal	60'
AQ	Aspen, Quaking	2	1.5" Cal	50'
CAT	Catalpa	1	1.5" Cal	60'
LS	Linden, Sentry	1	1.5" Cal	60'
<b>Site Landscaping Coniferous Tree</b>				
SFA	Spruce, Fat Albert	4	3" H	40'
SN	Spruce, Norway	6	3" H	70'
ARB	Arborvitae, Techny	24	6" H	10'
<b>Site Landscaping Ornamental Tree</b>				
SAB	Serviceberry Autumn Brilliance	4	6" Clump	20'
JTL	Japanese Tree Lilac	8	1.5" Cal	25'
CAA	Crabapple, Adams	2	1.5" Cal	20'
CPF	Crabapple, Prairiefire	2	1.5" Cal	20'
<b>Site Landscaping Coniferous Shrubs</b>				
JSG	Juniper, Sea Green	79	2 gal	5'
<b>Site Landscaping Deciduous Shrubs</b>				
HQF	Hydrangea, Quick Fire	30	2 gal	5'
HLL	Hydrangea, Limelight	6	2 gal	6'
LMK	Lilac, Miss Kim	22	2 gal	6'
SGL	Sumac, Gro Low	34	2 gal	3'
VBM	Viburnum, Blue Muffin	6	2 gal	6'
SBR	Serviceberry Regent	12	5 gal	5'
DOG	Dogwood, Red Twiggid	46	2 gal	8'

### LANDSCAPE LEGEND



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
LG COMPANIES, LLC  
4104 WEDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT AND LOCATION:  
CREEKSIDE LUXURY CONDOS  
CEDAR FALLS, IOWA

DRAWN BY: AJB  
APPROVED BY: NPK  
DATE: 07/06/2021  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
LANDSCAPING PLAN - ALL PHASES

SET TYPE: PERMIT

JOB NUMBER:  
19-972

SHEET NUMBER:  
C6.1

# Creekside

LUXURY  
CONDOS



# Creekside

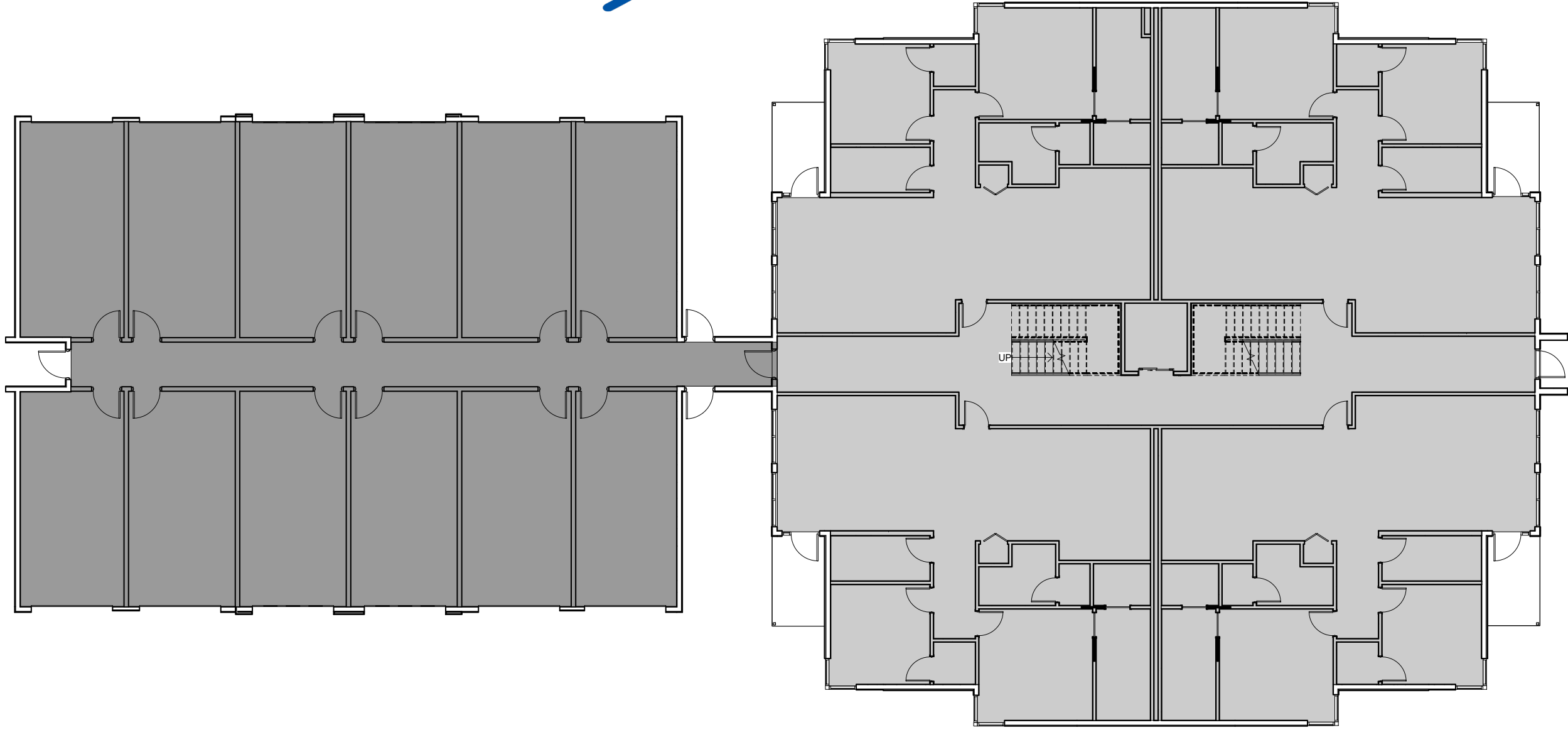
LUXURY  
CONDOS





# Creekside

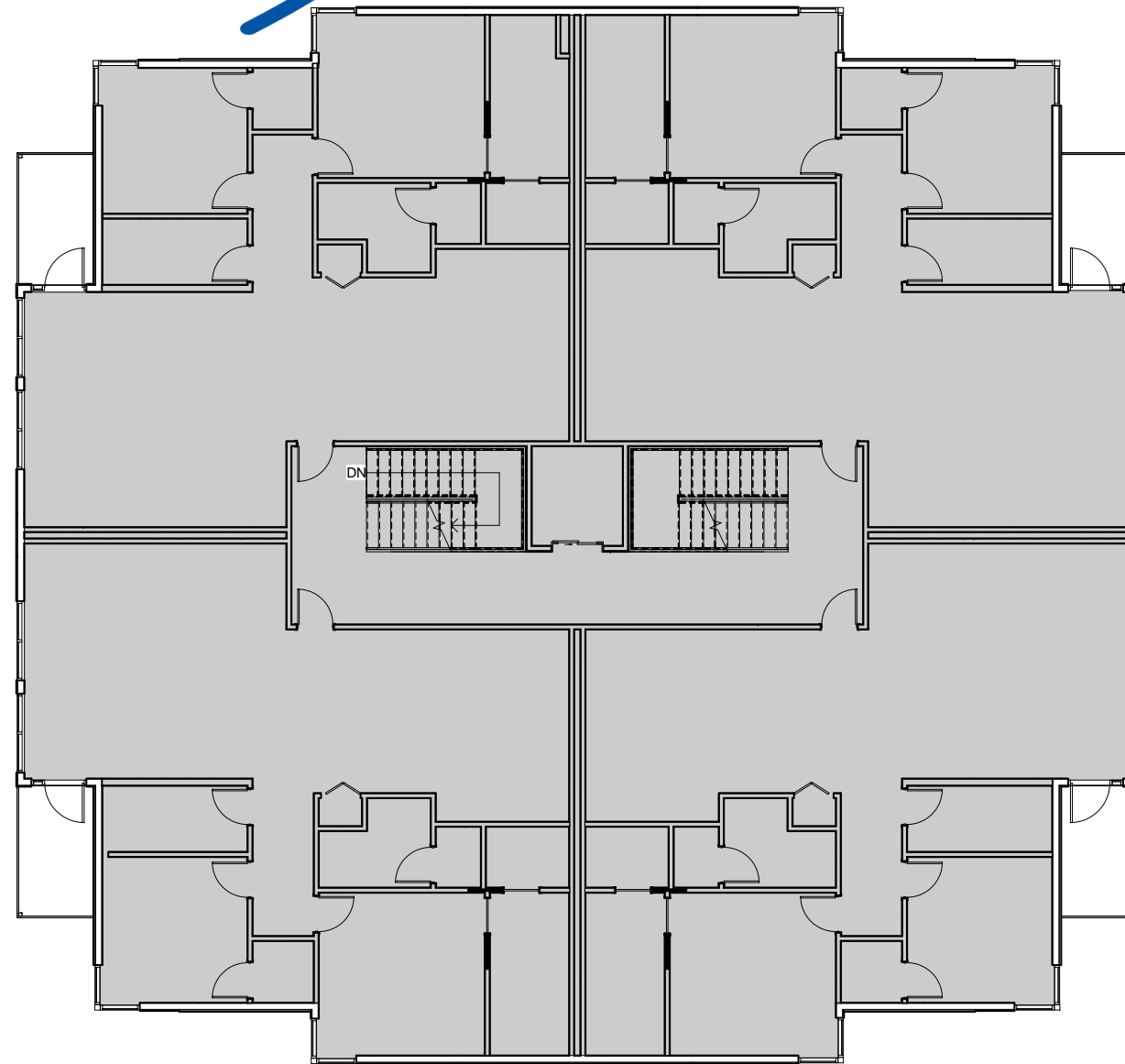
## LUXURY CONDOS



 **FIRST FLOOR PLAN**  
■ 5,882 Square Feet - Apartment  
■ 3,918 Square Feet - Garage

# Creekside

## LUXURY CONDOS



SECOND FLOOR PLAN  
THIRD FLOOR PLAN SIM.

■ 5,882 Square feet

# Creekside

## LUXURY CONDOS



- ① ASPHALT SHINGLES - CHARCOAL
- ② CEMENT PANELS - WHITE
- ③ CEMENT PANELS - ACCENT COLOR VARIES BY BUILDING
- ④ HARDIE SHINGLE SIDING - ACCENT COLOR VARIES BY BUILDING
- ⑤ HARDIE PLANK LAP SIDING - 8-8-4 PATTERN, COBBLE STONE
- ⑥ CORRUGATED METAL PANELS - SLATE GRAY
- ⑦ SOFFIT/FACIA - WHITE
- ⑧ ALUM. ENTRANCE FRAMING - WHITE
- ⑨ ALUM. WINDOW FRAMING - WHITE



# Creekside

## LUXURY CONDOS



- ① ASPHALT SHINGLES - CHARCOAL
- ② CEMENT PANELS - WHITE
- ③ CEMENT PANELS - ACCENT COLOR VARIES BY BUILDING
- ④ HARDIE SHINGLE SIDING - ACCENT COLOR VARIES BY BUILDING
- ⑤ HARDIE PLANK LAP SIDING - 8-8-4 PATTERN, COBBLE STONE
- ⑥ CORRUGATED METAL PANELS - SLATE GRAY

- ⑦ SOFFIT/FACIA - WHITE
- ⑧ ALUM. ENTRANCE FRAMING - WHITE
- ⑨ ALUM. WINDOW FRAMING - WHITE



# Creekside

## LUXURY CONDOS

T.O. PEAK  
+41'-8"

T.O. WALL  
+31'-6"

THIRD FLOOR F.F.E.  
+21'-0"

SECOND F.F.E.  
+10'-6"

MAIN F.F.E.  
+0'-0"



### WEST ELEVATION

① ASPHALT SHINGLES - CHARCOAL

② CEMENT PANELS - WHITE

③ CEMENT PANELS - ACCENT COLOR VARIES BY BUILDING

④ HARDIE SHINGLE SIDING - ACCENT COLOR VARIES BY BUILDING

⑤ HARDIE PLANK LAP SIDING - 8-8-4 PATTERN, COBBLE STONE

⑥ CORRUGATED METAL PANELS - SLATE GRAY

⑦ SOFFIT/FACIA - WHITE

⑧ ALUM. ENTRANCE FRAMING - WHITE

⑨ ALUM. WINDOW FRAMING - WHITE



# Creekside

## LUXURY CONDOS

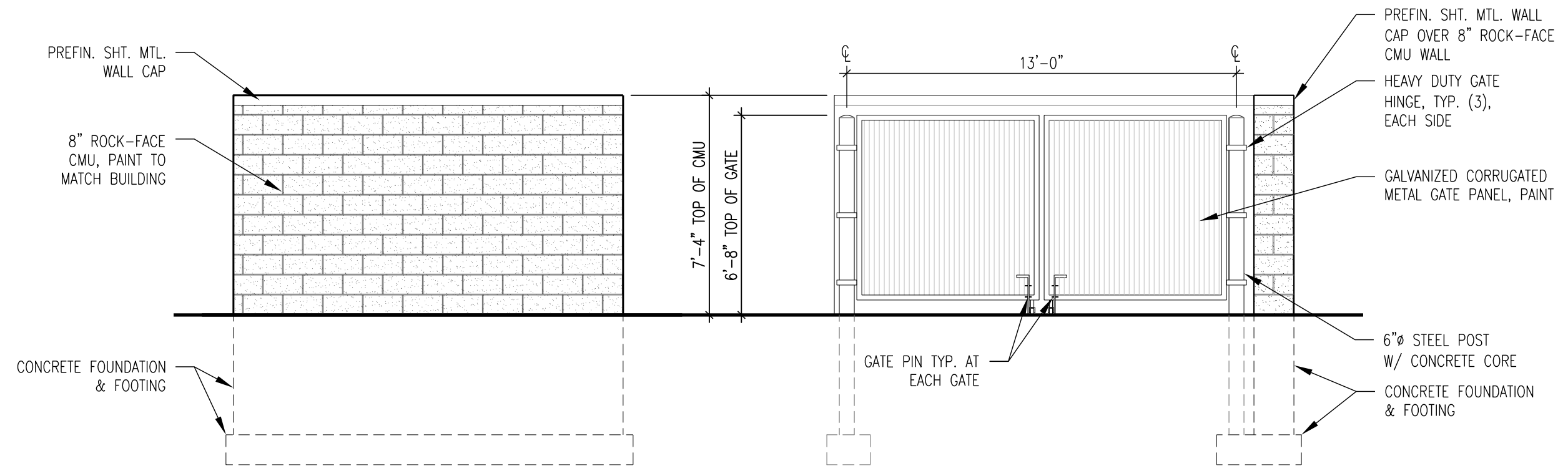


- ① ASPHALT SHINGLES - CHARCOAL
- ② CEMENT PANELS - WHITE
- ③ CEMENT PANELS - ACCENT COLOR VARIES BY BUILDING
- ④ HARDIE SHINGLE SIDING - ACCENT COLOR VARIES BY BUILDING
- ⑤ HARDIE PLANK LAP SIDING - 8-8-4 PATTERN, COBBLE STONE
- ⑥ CORRUGATED METAL PANELS - SLATE GRAY
- ⑦ SOFFIT/FACIA - WHITE
- ⑧ ALUM. ENTRANCE FRAMING - WHITE
- ⑨ ALUM. WINDOW FRAMING - WHITE



# Creekside

## LUXURY CONDOS

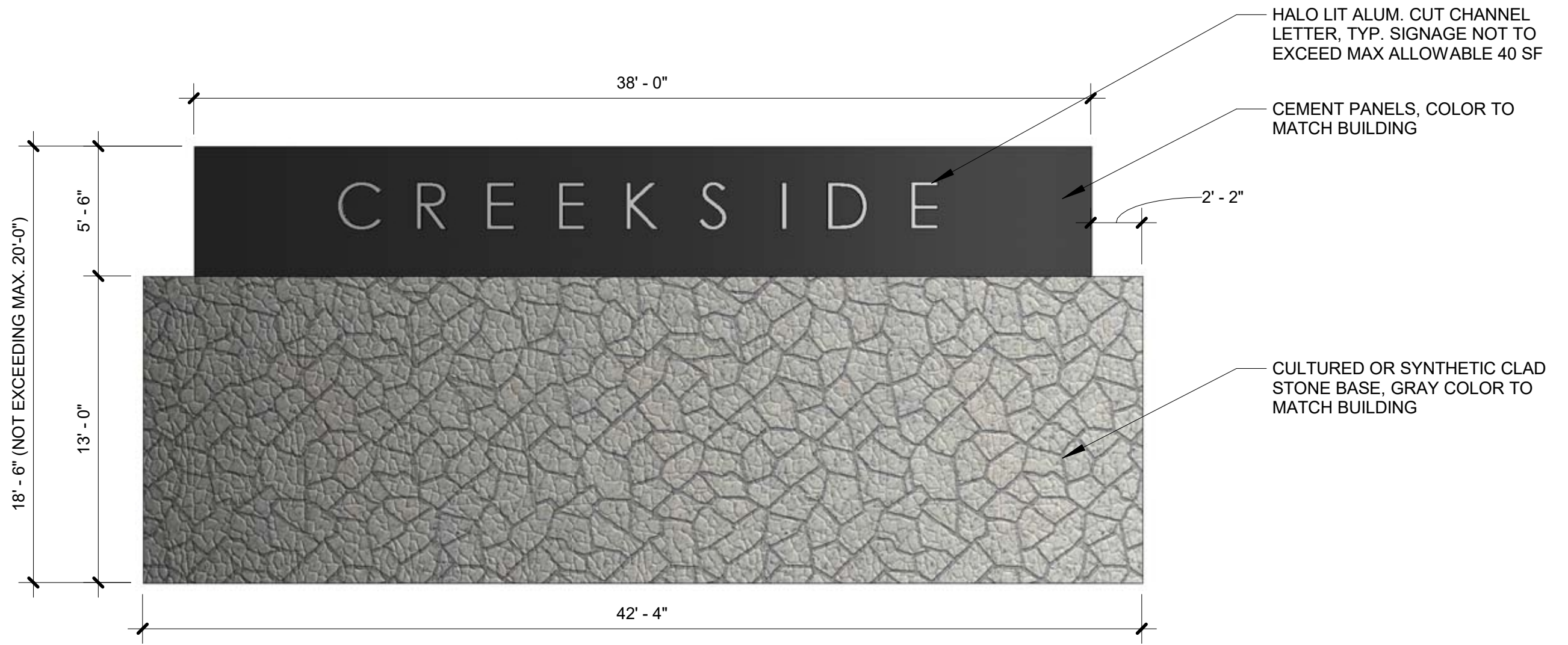


### TRASH ENCLOSURE



# Creekside

## LUXURY CONDOS





# Creekside

LUXURY  
CONDOS



## Chris Sevy

---

**From:** Luanne Puhl <budy.zma@hotmail.com>  
**Sent:** Thursday, October 21, 2021 3:29 PM  
**To:** Chris Sevy  
**Subject:** Creekside Condos

**CAUTION:** This email originated outside the City of Cedar Falls email system.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris...Photos of water running down the backyard of my condo at 4110 Legacy Lane were provided to Karen and you. Please include them in the packet for the P and Z meeting on October 27.

Thank you

Luanne Puhl

Sent from my Verizon, Samsung Galaxy smartphone

Item 21.



875





Item 21.





**MEMORANDUM**

ADMINISTRATION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

OPERATIONS AND  
MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Mayor Rob Green and City Council  
**FROM:** Brian Heath, O/M Division Manager *BH*  
**DATE:** November 29, 2021  
**SUBJECT:** Compost Facility Contract Services

Attached for your consideration are documents related to a service contract extension for the city's compost facility operation. T & W Grinding has been under contract for the past two years. The contract language allows for three, one year extensions. The contractor has been performing all duties adequately as outlined in the original contract.

Because of the current volume, and increased operating expenses, the contractor is requesting a 4% increase for an annual amount of \$72,880.00. It is the opinion of staff that the proposed increase is fair and equitable.

Therefore, the Public Works Department is recommending entering into a One (1) year contract extension with T& W Grinding to provide compost management operations at a rate of \$72,880.00 annually.

Please feel free to contact me if you have questions or comments.

Att.

CC: Chase Schrage, Public Works Director

**YARD WASTE MANAGEMENT SERVICE AGREEMENT  
1 YEAR EXTENSION  
BETWEEN  
CITY OF CEDAR FALLS  
AND  
T&W GRINDING**

**THIS AGREEMENT**, dated for reference purposes the \_\_\_ day of \_\_\_\_\_, 2021, is made and entered by and between the City of Cedar Falls (City) and the \_\_\_\_\_ (Contractor).

**WHEREAS**, City operates a compost facility with the focus on managing materials through the hierarchy of reduce, reuse, recycle, compost, waste to energy, and landfilling; and

**WHEREAS**, Disposal of yard waste through landfilling is banned by the State of Iowa; and

**WHEREAS**, City intends to provide its customers the opportunity to divert yard and select organic wastes from the County landfill through environmentally sound management methods; and

**WHEREAS**, City desires to contract with Contractor for certain operations and maintenance services; and

**WHEREAS**, Contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide such services on the terms and conditions hereafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

**SECTION 1. AGREEMENT.** This Agreement, including attachments,, incorporated herein by reference, comprise the entire agreement of the parties and no amendment or modification of the Agreement is valid or effective unless in writing and approved by the parties in the same manner as this Agreement. However, if there is a conflict between the provisions of this Agreement and the other documents comprising the Agreement, the provisions of this Agreement control.

**SECTION 2. RETENTION.** City retains Contractor to provide the services hereinafter set forth and Contractor agrees to perform such services for the fees described herein and in accordance with all other terms and conditions hereinafter set forth.

**SECTION 3. TERM.** The Term of this Agreement is from October 1, 2019 to midnight on September 30, 2021. The Term may be renewed by City for a maximum of three (3) additional one (1) year terms upon ninety (90) days' written notice delivered to Contractor prior to the expiration of the then current term.

**SECTION 4. DEFINITIONS.** For the purposes of this Agreement, the terms in this Agreement will have the same meaning as identified in Iowa Administrative Code (IAC) 567 Chapter 105.



**SECTION 5. GENERAL DUTIES OF CONTRACTOR.** Contractor must provide the services described in Scope of Work, attached as Exhibit "B", in the manner consistent with the level of service provided by members of the trade or profession currently practicing under similar conditions.

5.1 Site Operations Plan. Contractor, with cooperation from City, must develop and submit to City for approval a written Site Operations Plan (the Plan). The Plan must document the overall operations of the Yard Waste Management Process and how other select organics are managed. City will assist and have the final say on the material acceptance criteria and the Plan. The Plan will be reviewed periodically and modified as needed to meet program and operational needs.

The Plan may not be modified without the prior written approval of Contractor and City. The Plan must be filed with the City by Contractor. Contractor must provide all labor and equipment necessary to complete the required tasks.

5.2 Feedstock Preparation and Processing. Contractor shall assist as practical the removal of any non-organic or hazards materials (i.e. appliances, plastic bags, metal, glass, paint cans, etc.) from the stockpiled feedstock prior to grinding. City will assist removals and accept non-organic materials removed from the stockpile at no charge to Contractor. The Contractor will grind the feedstock in a manner that will facilitate the composting process in a timely manner.

5.3 Active Composting. Contractor must place the ground material on the processing pad in either a static or windrow pile for composting. Contractor is responsible for the piles to remain aerobic and Contractor must provide City evidence that the piles are aerobic. Contractor must ensure that the piles maintain the proper temperatures and moisture.

5.4 Cured and Finished Product. Contractor will make every possible effort to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3 (10). Contractor is required to stockpile the finished material in an area not more than 500 feet from the processing area. At City's option, Contractor may be requested to screen the compost and stockpile.

City will collect samples of the finished product to be analyzed by a certified lab using the 'Test Methods for the Examination of Composting and Compost' to verify compliance.

5.5 Record Keeping. Contractor must keep complete and accurate records documenting the composting process. Copies will be provided to City's Representative upon request. Contractor must maintain all records for a period of not less than three (3) years, unless a longer period is required by law.

5.6 Response Time. Contractor must respond to City Representative's telephone or email request within 24 hours of receipt, excluding City Holidays. Contractor must respond with on-site support assistance to process feedstock, turn the piles, and/or issues associated with the composting process within five (5) working days or as agreed upon by the City Representative.

**SECTION 6. GENERAL DUTIES OF CITY.**

6.1 General Assistance. City will provide the land for processing yard waste and assistance with monitoring and removal of nonacceptable materials from the feedstock area when the contractor is not on site, as operational tempo permits. If requested, City will provide support to record daily or weekly data if required and identified in the Plan.

6.2 Record Keeping. City will provide, upon Contractor's request, all records and documents pertaining to performance of this Agreement, including but not limited to maintaining certified weight records of incoming feedstock and providing a tonnage report to Contract monthly. City will promptly notify Contractor of compliance issues regarding Contractor's performance of this Agreement.

#### **SECTION 7. COMPLIANCE REQUIREMENTS.**

7.1 Contractor must perform all contracted services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the United States Environmental Protection Agency, the United States Department of Transportation, the Iowa Department of Natural Resources, and Iowa and federal Occupational Health and Safety Administration agencies.

7.2 Contractor represents and warrants that it has all licenses, permits, registrations, and/or any other governmental authorizations required to provide the services under this Agreement. City reserves the right to request compliance documentation from Contractor and Contractor's subcontractors.

7.3 City will maintain the required storm water and, if required, solid waste permits and is responsible for the actions required by such permits. Any permits related to Contractor's property are the responsibility of Contractor. City reserves the right to conduct compliance inspections and provide its findings to Contractor.

#### **SECTION 8. COMPENSATION.**

City shall pay Contractor the fee provided in Attachment A – Fee Schedule. The fees established may not be adjusted during the Term of this Agreement unless both parties agree in writing in advance to any adjustment of fees.

#### **SECTION 9. INSURANCE REQUIREMENTS & INDEMNIFICATION.**

9.1 Contractor and all subcontractors must obtain and maintain at all times during the Term of this Agreement at their sole expense the insurance described in the attached Insurance Schedule, Exhibit "A". Certificates of insurance for Contractor and all subcontractors must be provided to City by Contractor prior to the commencement of any performance under this Agreement.

9.2 Contractor agrees that it assumes all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Agreement but which Contractor, in its sole discretion, deems necessary to protect its own interests.

9.3 Contractor agrees to defend, indemnify, and hold harmless City, as set forth on Exhibit "A" attached, which provisions are incorporated herein by this reference. The obligations of this section will survive the termination of this Agreement.

9.4 To the extent allowed by law, City will defend, indemnify, and hold harmless Contractor from and against any and all claims arising out of the negligence of City, its officers or employees.

#### **SECTION 10. PERFORMANCE BOND.**

No performance bond is required under this Agreement.

**SECTION 11. TERMINATION OF AGREEMENT.****11.1 This Agreement terminates:**

(1) Automatically as of midnight, December 31, 2021, unless notice is provided to Contractor by City as provided in Section 3 or automatically as of the date Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or voluntary dissolution of Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of Contractor. Upon any termination under this provision, this Agreement will not be or become an asset of Contractor in the hands of any trustee or receiver.

(2) Upon an individual or aggregate transfer of interest in ownership of Contractor at any time or over time greater than forty-five (45) percent. Contractor must notify City of any change in ownership of Contractor or transfer of any equity interest in Contractor within ten (10) days of such change. Failure to provide such notice constitutes a breach of this Agreement.

**11.2** Either party has the right to terminate this Agreement at any time for cause. Cause is defined as any breach by the other party of any material provision of this Agreement, including the warranties and representations or the insolvency of Contractor. The terminating party must exercise its right to terminate by written notice of its intent to terminate the Agreement delivered to the other party. Such notice must set forth the reason or reasons for such termination. The party receiving the notice has thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party fails within said thirty (30) days, to remedy such cause, this Agreement terminates.

**11.3** Upon termination of this Agreement under the provisions of this section or otherwise, City will have no further obligations to Contractor, except payment for services satisfactorily performed as of date of the written notice of termination and expenses incurred with the prior written consent of City, provided, however, that termination does not abrogate, impair, release or extinguish any debt, duty, obligation or liability of Contractor to City hereunder which may have accrued prior to or arising before such termination, including, but not limited to, any such debt, duty, obligation or liability which was the cause of termination or which may arise out of such cause, and City has the right to withhold any payment or partial payment then due or to become due to Contractor hereunder for application against any such debt, duty, obligation, or liability.

**11.4** No right or remedy conferred upon City under the terms of this Agreement, including, but not limited to, the right to termination, is exclusive of any other right conferred upon City under the terms of this Agreement or by law or equity. All such rights are cumulative and no single exercise of any such right or remedy will preclude the exercise of any other such right or remedy with respect to the same or any other breach by Contractor.

**11.5** In the event of any termination of this Agreement, City has the right to forthwith take possession of copies of all records prepared by or used by Contractor in the performance of this Agreement through the date of termination and Contractor must provide such records to City.

**SECTION 12. ILLEGAL PROVISIONS.** If any provision of this Agreement is declared illegal, void or unenforceable, the other provisions are not affected but remain in full force and effect.

**SECTION 13. RELATIONSHIP OF PARTIES.** Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as constituting Contractor as the agent, representative or employee of City or vice versa, for any purpose whatsoever. Contractor is, and will remain during the term of this Agreement, an independent contractor with respect to the performance of the obligations hereunder and in its relationship to City.

**SECTION 14. RESOLUTION OF DISPUTE.** Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof or the subject matter hereof which cannot be resolved informally must be adjudicated or formally settled in the Iowa District Court for Black Hawk County.

**SECTION 15. GOVERNING LAW.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Iowa.

**SECTION 16. NOTICE.** Contractor must designate in writing one individual as a primary contact for all matters relating to this Agreement and shall update such designation as necessary. Except as otherwise herein provided, all notices required or permitted to be served by either party or the other must be in writing and will be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor: Randy Thuman  
T&W Grinding  
PO Box 254  
Delhi, Iowa 52223

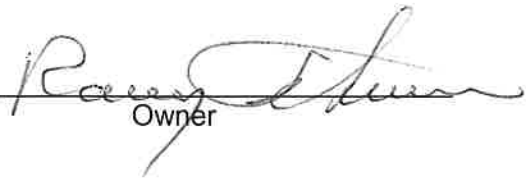
If to Agency: Brian Heath  
Public Works/Parks Division Manager  
2200 Technology Parkway  
Cedar Falls, IA 50613  
(319) 268-5575  
[brian.heath@cedarfalls.com](mailto:brian.heath@cedarfalls.com)

**SECTION 17. NONDISCRIMINATION.** Contractor agrees that during the term of this Agreement, Contractor will not discriminate against any person because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability, religion, age, or marital status and will include a similar provision in all subcontracts entered into in connection with the performance of Contractor's obligations hereunder.

**CITY OF CEDAR FALLS, IOWA**

**CONTRACTOR**

By: \_\_\_\_\_  
Robert Green, Mayor

By:   
Owner

Date: \_\_\_\_\_

Date: 11-29-21

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

**ATTACHMENT A  
CONTRACT EXTENSION COST PROPOSAL**

Company Name: T&W Grinding

The undersigned proposes to provide services to manage yard waste and other select organic materials through composting at the City's Yard Waste Compost area for the following cost(s).

**Yard Waste Composting Site Operations Service**

<u>Services as Required by the Scope of Work</u>	<u>Unit Cost (\$/unit)</u>
<b>Annual Lump Sum Cost</b>	<b>\$ <u>72,880.00</u> (4% increase)</b>
<b>Excess debris due to storm damage</b>	<b>\$ <u>600.00</u> hour, each</b>
 Fuel escalator fee based on diesel price at \$2.50 per gallon	 3% for each \$.25 increase

I have reviewed the draft agreement and (Check one):

- Agree with the draft agreement and have no comments
- Have placed comments and alternative wording for consideration

Date: 11-29-21

Proposer's Address: 2752 245th St

Earlville Iowa 52041

Representative's Name: Randy Thuman

Title: ~~Owner~~ Owner

Contact Phone Number: 563-920-4982



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** November 29, 2021

**SUBJECT:** Greenhill Village Estates  
 Final Acceptance of Improvements  
 Project No. SU – 184 – 3220

Construction work has been completed on the public improvements in the Greenhill Village Estates Addition. The project was designed by Axiom Consultants and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, Greenhill Village Residential LLC, and the Final Plat for the Greenhill Village Estates.

The Greenhill Village Estates Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the Greenhill Village Estates Addition.

Matthew Tolan, EI, Civil Engineer II

**November 29, 2021**

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer

# FINAL PLAT

## GREENHILL VILLAGE ESTATES

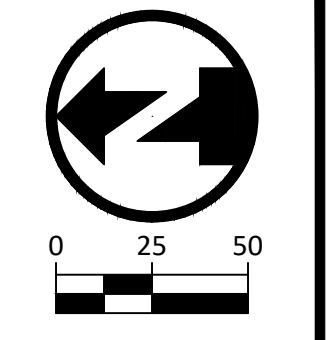
CITY OF CEDAR FALLS  
BLACK HAWK COUNTY, IOWA

UTILITY EASEMENT - CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C5	89.62	262.00	19°35'54"	S54° 32' 25"W	89.18
C6	78.37	238.00	18°52'04"	S54° 54' 20"W	78.02
C7	63.85	200.00	18°17'30"	S36° 19' 33"W	63.58
C8	98.05	124.00	45°18'21"	S49° 49' 58"W	95.52
C9	231.60	124.00	107°00'48"	N54° 00' 27"W	199.37
C10	44.15	200.00	12°38'54"	N06° 49' 30"W	44.06
C11	48.10	222.00	12°24'53"	N06° 56' 30"W	48.01
C12	33.77	222.00	8°42'57"	N03° 37' 25"E	33.74
C13	30.84	202.00	8°44'56"	N03° 36' 26"E	30.81

- NOTES:
- TRACT A TO BE DEDICATED TO THE CITY AS PUBLIC ROW.
  - ALL MONUMENTS TO BE PLACED WITHIN ONE YEAR OF RECORDING OF SUBDIVISION.
  - BASIS OF BEARINGS IS THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83..
  - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND ROADWAYS OF RECORD.
  - NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR FOR THE EXISTENCE OF UNDERGROUND CONTAINERS, STRUCTURES OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
  - NO INVESTIGATION WAS MADE AS A PART OF THIS SURVEY TO DETERMINE OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITIES OR MUNICIPAL FACILITIES, EXCEPT AS NOTED. CALL IOWA ONE-CALL AT 1-800-292-8989 FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES.
  - DISTANCES ARE LISTED IN FEET AND DECIMAL PART OF A FOOT.
  - ERROR OF CLOSURE IS LESS THAN 1 IN 10,000.

FOR RECORDER'S USE ONLY

RECORDER'S INDEX	
COUNTY:	BLACKHAWK
SECTION:	26-89-14
QUARTER SECTION:	NE 1/4
CITY:	CEDAR FALLS
SUBDIVISION:	GREENHILL VILLAGE ESTATES
BLOCK:	NA
LOT(S):	NA
PROPRIETOR:	GREENHILL VILLAGE RES LLC
REQUESTED BY:	NELSON CONSTRUCTION & DEVELOPMENT
PREPARED BY:	AXIOM CONSULTANTS, LLC, 60 E. Court St. Unit 3 Iowa City, IA 52240 - PH# 319.519.6220



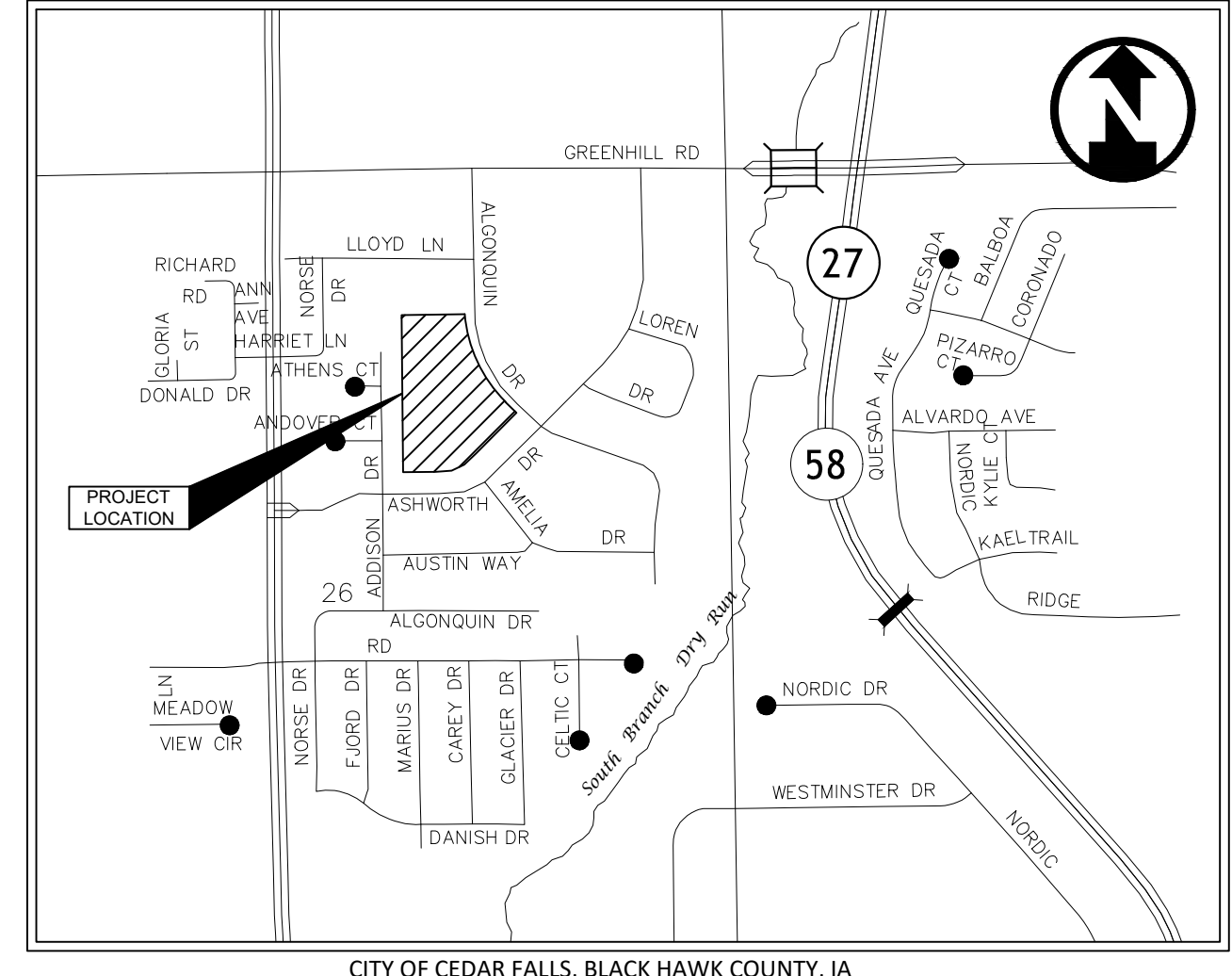
REV	DATE	DESCRIPTION OF CHANGES

ISSUED FOR:	CITY REVIEW
PROJECT NAME:	GREENHILL VILLAGE ESTATES
CURRENT REV:	A
DATE ISSUED:	NOVEMBER 7, 2019
NOT FOR CONSTRUCTION	

ISSUED FOR:	CITY REVIEW
PROJECT NAME:	GREENHILL VILLAGE ESTATES
CITY REVIEW	
CLIENT NAME:	NELSON CONSTRUCTION

PROJECT NO.:	19-0053
PROJECT MANAGER:	GEATER
SHEET NUMBER:	1 OF 1
FINAL PLAT	

### PROJECT KEY MAP



### LEGAL DESCRIPTION

BEING A PART OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST IN BLACK HAWK COUNTY, IOWA LYING WEST OF ALGONQUIN DRIVE DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1, AS RECORDED IN BOOK 2006, PAGE 18897 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE EAST LINE OF SAID GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 N00°30'03"W, 876.27 FEET; THENCE N89°15'56"E, 351.04 FEET TO THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE SOUTHERLY 552.53 FEET ALONG SAID WEST LINE ON A 780.00 FOOT RADIUS CURVE CONCAVE EASTERLY (CHORD BEARING S24°54'27"E, 541.05 FEET); THENCE ALONG SAID WEST LINE S45°46'02"E, 85.53 FEET TO THE NORTHERLY CORNER OF LOT 1 OF THE REPLAT OF LOTS 1-5, GREENHILL VILLAGE FIFTH ADDITION, PHASE 1 AS RECORDED IN BOOK 2010, PAGE 22801 OF THE BLACK HAWK COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID REPLAT S44°47'18"W, 319.99 FEET; THENCE ALONG SAID NORTH LINE S46°08'28"W, 88.95 FEET; THENCE ALONG SAID NORTH LINE S64°45'07"W, 78.67 FEET; THENCE ALONG SAID NORTH LINE S86°10'42"W, 92.09 FEET; THENCE ALONG SAID NORTH LINE; S89°23'22"W, 179.95 FEET TO THE POINT OF BEGINNING.

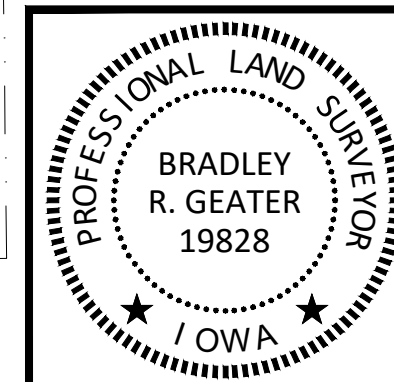
DESCRIBED PARCEL CONTAINS 9.56 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

LEGEND	
△	SECTION CORNER
●	PROPERTY CORNER - FOUND 1/2" Ø REBAR NO CAP OR AS LABELED
■	PROPERTY CORNER - FOUND 1/2" Ø REBAR YPC #8165
○	PROPERTY CORNER - SET SET 5/8" Ø REBAR WITH OPC #19828
OPC	ORANGE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
RPC	RED PLASTIC CAP
---	BOUNDARY OR PROPERTY LINE
- - -	EXISTING PROPERTY LINE
---	SECTION LINE
---	EASEMENT
---	EXISTING FENCE

**PLAT PREPARED BY:**  
AXIOM CONSULTANTS  
60 E. COURT STREET  
IOWA CITY, IA 52240  
PH: 319-519-6220

**PROPERTY OWNER:**  
GREENHILL VILLAGE RES LLC  
211 1ST AVE SE #A  
CEDAR RAPIDS, IA 52403

**APPLICANT:**  
NELSON CONSTRUCTION & DEVELOPMENT  
218 6TH AVENUE, SUITE 200  
DES MOINES, IA 50309

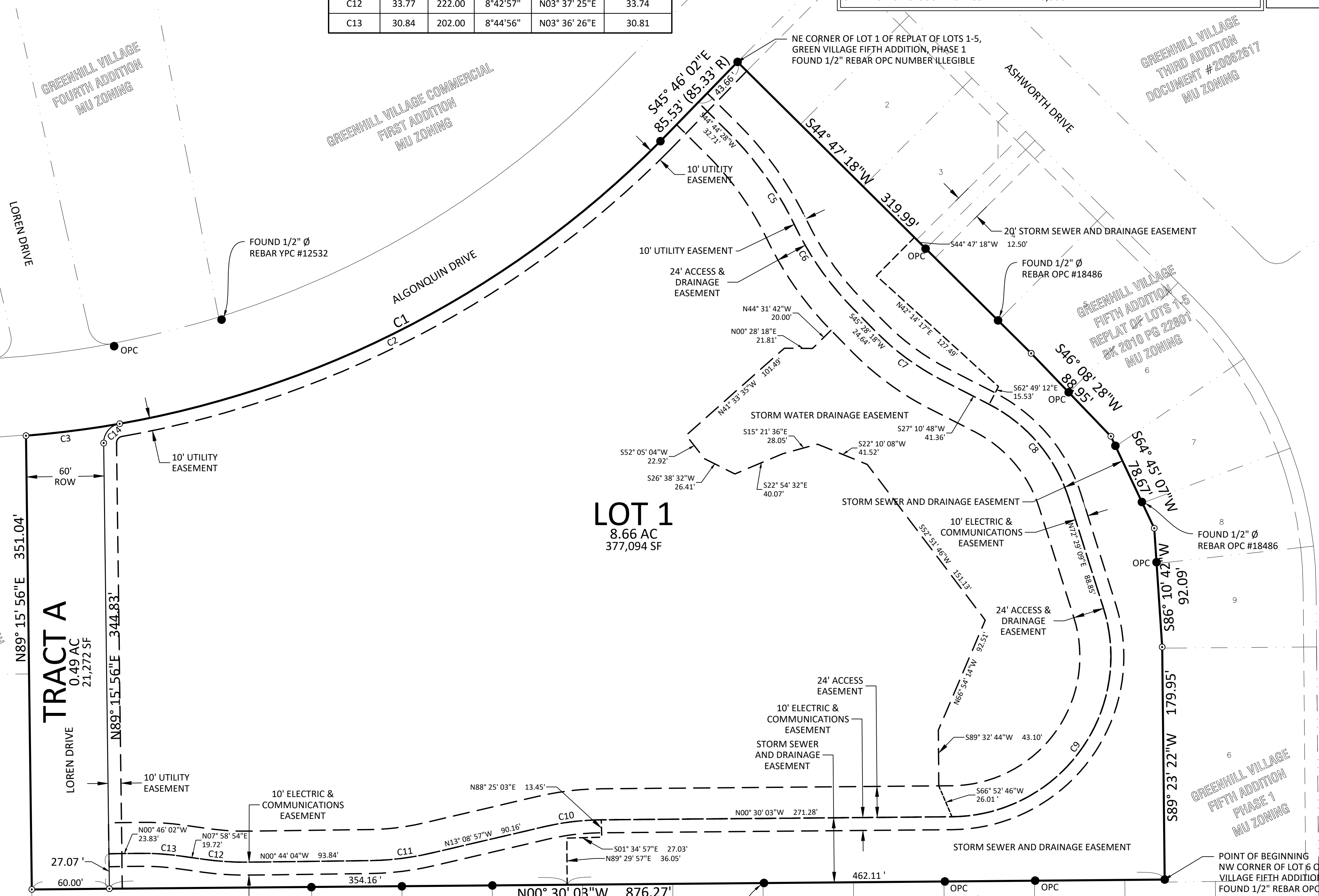


HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

BRADLEY R. GEATER, P.L.S., P.E.  
LICENSE NUMBER 19828

MY LICENSE RENEWAL DATE: DECEMBER 31, 2019.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL



BOUNDARY - CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	552.53	780.00	40°35'12"	S24° 54' 27"E	541.05
C2	479.44	780.00	35°13'03"	S27° 35' 31"E	471.92
C3	73.09	780.00	5°22'09"	S07° 17' 55"E	73.07

LOT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C14	21.14	15.00	80°45'04"	S50° 21' 32"E	19.43



SURETY BOND NO. 54 229221

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Greenhill Village Residential LLC, as Principal (hereinafter the "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of Two Hundred Thousand, Four Hundred Ninety Two and 00/100 dollars (\$ 200,492.00 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the \_\_\_\_\_ day of \_\_\_\_\_; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Water, Sanitary Sewer, Storm Sewer and 7" PCC Paving for Loren Drive Public Improvements

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 12<sup>th</sup> day of December, 2019.

Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

Greenhill Village Residential LLC  
\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

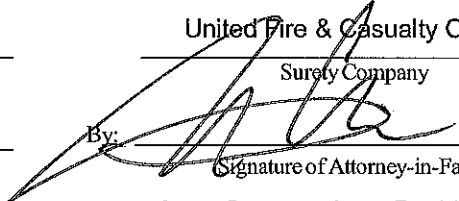
\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

United Fire & Casualty Company  
\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Company Address

By:   
Signature of Attorney-in-Fact

Anne Crowner, Iowa Resident Agent  
\_\_\_\_\_  
Printed Name of Attorney-in-Fact

\_\_\_\_\_  
City, State, Zip Code

United Fire & Casualty Company  
\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Telephone Number

P.O. Box 73909  
\_\_\_\_\_  
Company Address

Cedar Rapids, IA 52407  
\_\_\_\_\_  
City, State, Zip Code

(319) 399-5700  
\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15<sup>th</sup> day of January, 2014

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President



State of Iowa, County of Linn, ss:

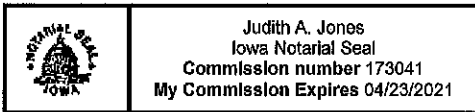
On 15<sup>th</sup> day of January, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

*Judith A. Jones*

Notary Public

My commission expires: 04/23/2021



I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 12th day of December, 2019.

By: *Mary A. Bertsch*

Assistant Secretary,  
UF&C & UF&I & FPIC




**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
 www.cedarfalls.com

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Rob M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** November 29, 2021

**SUBJECT:** Greenhill Road and South Main Street Intersection Improvement Project  
 Project No. RC-173-3228  
 Bid Opening

On Friday, November 19, 2021 at 2:00 p.m., bids were received and opened for the Greenhill Road and South Main Street Intersection Improvement Project. A total of four (4) bids were received, with Petersen Contractors, Inc. the low bidder:

	<i>Total Bid</i>
Engineering Estimate	\$3,357,466.56
<b>Petersen Contractors, Inc.</b>	<b>\$3,329,289.25</b>
Owen Contracting, Inc.	\$3,431,691.81
Boomerang	\$3,487,710.70
Portzen Construction, Inc.	\$3,555,906.50

The Engineer's Estimate for this project was \$3,357,466.56. Petersen Contractors, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$3,329,289.25. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from Petersen Contractors, Inc. in the amount of \$3,329,289.25. On December 20<sup>th</sup>, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works  
 David Wicke, City Engineer

**TABULATION OF BIDS**  
 Greenhill Road & South Main Street Intersection Improvements  
 City of Cedar Falls - Project Number RC-173-3228  
 November 19, 2021  
 at 2:00 PM

BASE BID						1		2		3		4		BID AVERAGE		
						ENGINEER'S ESTIMATE		Peterson Contractors Inc		Owen Contracting, Inc.		Boomerang		Pirc-Tobin Construction Inc		BID AVERAGE
ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-C-0	Clearing and Grubbing	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00
2	2010-D-2	Topsoil, Compost Amended	CY	80	\$ 85.00	\$ 6,800.00	\$ 75.00	\$ 6,000.00	\$ 75.00	\$ 6,000.00	\$ 50.00	\$ 4,000.00	\$ 125.00	\$ 10,000.00	\$ 81.25	\$ 6,500.00
3	2010-D-1	Topsoil, Strip, Stockpile and Respread	CY	811.5	\$ 15.00	\$ 12,172.50	\$ 12.50	\$ 10,143.75	\$ 12.50	\$ 10,143.75	\$ 20.00	\$ 16,230.00	\$ 30.00	\$ 24,345.00	\$ 18.75	\$ 15,215.63
4	2010-D-3	Topsoil, Off-site	CY	233.3	\$ 35.00	\$ 8,165.50	\$ 30.00	\$ 6,999.00	\$ 30.00	\$ 6,999.00	\$ 50.00	\$ 11,665.00	\$ 40.00	\$ 9,322.00	\$ 37.50	\$ 8,748.75
5	2010-E-0	Excavation, Class 10	CY	7500	\$ 8.00	\$ 60,000.00	\$ 12.50	\$ 93,750.00	\$ 12.50	\$ 93,750.00	\$ 1.00	\$ 7,500.00	\$ 10.50	\$ 78,750.00	\$ 9.13	\$ 68,437.50
6	2010-F-0	Below Grade Excavation (Core Out)	SY	1250	\$ 35.00	\$ 43,750.00	\$ 10.00	\$ 12,500.00	\$ 10.00	\$ 12,500.00	\$ 50.00	\$ 62,500.00	\$ 40.00	\$ 50,000.00	\$ 27.50	\$ 34,375.00
7	2010-G-0	Subgrade Preparation	SY	11285	\$ 3.50	\$ 39,497.50	\$ 3.00	\$ 33,855.00	\$ 3.00	\$ 33,855.00	\$ 1.00	\$ 11,285.00	\$ 1.65	\$ 18,620.25	\$ 2.16	\$ 24,403.81
8	2010-I-0	Subbase, 12", Modified	SY	11285	\$ 15.00	\$ 169,275.00	\$ 15.00	\$ 169,275.00	\$ 15.00	\$ 169,275.00	\$ 14.00	\$ 157,990.00	\$ 13.50	\$ 152,347.50	\$ 14.38	\$ 162,221.88
9	2010-L-0	Compaction Testing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
10	3010-F-0	Trench Compaction Testing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,775.00	\$ 2,775.00
11	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	LF	918.3	\$ 75.00	\$ 68,872.50	\$ 65.00	\$ 59,689.50	\$ 65.00	\$ 59,689.50	\$ 125.00	\$ 114,787.50	\$ 90.00	\$ 82,647.00	\$ 86.25	\$ 79,203.38
12	4020-A-1	Storm Sewer, Trenched, RCP Class III, 24"	LF	208.3	\$ 95.00	\$ 19,785.50	\$ 80.00	\$ 16,664.00	\$ 80.00	\$ 16,664.00	\$ 145.00	\$ 30,203.50	\$ 80.00	\$ 16,664.00	\$ 96.25	\$ 20,048.88
13	4020-D-0	Removal of Storm Sewer, RCP, 30" or Less	LF	813	\$ 20.00	\$ 16,260.00	\$ 17.50	\$ 14,227.50	\$ 17.50	\$ 14,227.50	\$ 15.00	\$ 12,195.00	\$ 15.00	\$ 12,195.00	\$ 16.25	\$ 13,211.25
14	4030-B-0	Pipe Apron, RCP, 24"	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,875.00	\$ 2,875.00
15	4040-A-0	Subdrain, Perforated, 6"	LF	3410	\$ 10.00	\$ 34,100.00	\$ 18.50	\$ 63,085.00	\$ 18.50	\$ 63,085.00	\$ 15.00	\$ 51,150.00	\$ 16.00	\$ 54,560.00	\$ 17.00	\$ 57,970.00
16	4040-C-0	Subdrain Cleanout, Type B	EA	8	\$ 950.00	\$ 7,600.00	\$ 600.00	\$ 4,800.00	\$ 600.00	\$ 4,800.00	\$ 500.00	\$ 4,000.00	\$ 1,500.00	\$ 12,000.00	\$ 800.00	\$ 6,400.00
17	4040-D-0	Subdrain Outlets and Connections, 6"	EA	18	\$ 650.00	\$ 11,700.00	\$ 300.00	\$ 5,400.00	\$ 300.00	\$ 5,400.00	\$ 200.00	\$ 3,600.00	\$ 200.00	\$ 3,600.00	\$ 250.00	\$ 4,500.00
18	5010-A-1	Water Main, Trenched, Class 52 DIP, 12"	LF	854.3	\$ 90.00	\$ 76,887.00	\$ 85.00	\$ 72,615.50	\$ 85.00	\$ 72,615.50	\$ 100.00	\$ 85,430.00	\$ 135.00	\$ 115,330.50	\$ 101.25	\$ 86,497.88
19	5010-A-2	Water Main, Trenchless, Class 52 DIP, 12"	LF	202.9	\$ 200.00	\$ 40,580.00	\$ 225.00	\$ 45,652.50	\$ 225.00	\$ 45,652.50	\$ 200.00	\$ 40,580.00	\$ 250.00	\$ 50,725.00	\$ 225.00	\$ 45,652.50
20	5010-C-2	Fitting, DIP	LB	5865	\$ 11.00	\$ 64,515.00	\$ 5.50	\$ 32,257.50	\$ 5.50	\$ 32,257.50	\$ 10.00	\$ 58,650.00	\$ 7.50	\$ 43,987.50	\$ 7.13	\$ 41,788.13
21	5020-A-0	Gate Valve, DIP, 12"	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 3,750.00	\$ 26,250.00	\$ 3,750.00	\$ 26,250.00	\$ 2,800.00	\$ 19,600.00	\$ 3,500.00	\$ 24,500.00	\$ 3,450.00	\$ 24,150.00
22	5020-D-0	Flushing Device (Blowoff), 12"	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,250.00	\$ 4,500.00	\$ 2,250.00	\$ 4,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,250.00	\$ 4,500.00
23	5020-C-0	Fire Hydrant Assembly	EA	3	\$ 5,500.00	\$ 16,500.00	\$ 7,000.00	\$ 21,000.00	\$ 7,000.00	\$ 21,000.00	\$ 6,000.00	\$ 18,000.00	\$ 7,250.00	\$ 21,750.00	\$ 6,812.50	\$ 20,437.50
24	5020-I-0	Fire Hydrant Assembly Removal	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00
25	5020-J-0	Removal of Valve, 12"	EA	4	\$ 500.00	\$ 2,000.00	\$ 875.00	\$ 3,500.00	\$ 875.00	\$ 3,500.00	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00	\$ 625.00	\$ 2,500.00
26	6010-A-0	Manhole, SW-401, 48"	EA	2	\$ 3,750.00	\$ 7,500.00	\$ 4,250.00	\$ 8,500.00	\$ 4,250.00	\$ 8,500.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00
27	6010-B-0	Intake, SW-507	EA	2	\$ 5,600.00	\$ 11,200.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,500.00	\$ 9,000.00	\$ 5,150.00	\$ 10,300.00	\$ 5,412.50	\$ 10,825.00
28	6010-B-0	Intake, SW-508	EA	7	\$ 5,500.00	\$ 38,500.00	\$ 7,500.00	\$ 52,500.00	\$ 7,500.00	\$ 52,500.00	\$ 5,000.00	\$ 35,000.00	\$ 7,250.00	\$ 50,750.00	\$ 6,812.50	\$ 47,687.50
29	6010-B-0	Intake, SW-510	EA	2	\$ 7,200.00	\$ 14,400.00	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00	\$ 5,500.00	\$ 11,000.00	\$ 8,850.00	\$ 17,700.00	\$ 7,587.50	\$ 15,175.00
30	6010-B-0	Intake, SW-541	EA	2	\$ 6,700.00	\$ 13,400.00	\$ 9,000.00	\$ 18,000.00	\$ 9,000.00	\$ 18,000.00	\$ 9,000.00	\$ 18,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,750.00	\$ 17,500.00
31	6010-H-0	Remove Manhole	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 900.00	\$ 1,800.00	\$ 850.00	\$ 1,700.00
32	6010-H-0	Remove Intake	EA	8	\$ 800.00	\$ 6,400.00	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 750.00	\$ 6,000.00	\$ 812.50	\$ 6,500.00
33	7010-A-0	Pavement, PCC, 9"	SY	10821	\$ 60.00	\$ 649,260.00	\$ 56.50	\$ 611,386.50	\$ 56.10	\$ 607,058.10	\$ 60.00	\$ 649,260.00	\$ 56.50	\$ 611,386.50	\$ 57.28	\$ 619,772.78
34	7010-I-0	PCC Pavement Samples and Testing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
35	7020-B-0	Temporary Pavement	SY	540	\$ 50.00	\$ 27,000.00	\$ 67.50	\$ 36,450.00	\$ 67.00	\$ 36,180.00	\$ 60.00	\$ 32,400.00	\$ 70.00	\$ 37,800.00	\$ 66.13	\$ 35,707.50
36	7030-A-0	Removal of Sidewalk / Shared Use Path	SY	1824	\$ 14.00	\$ 25,536.00	\$ 5.50	\$ 10,032.00	\$ 5.50	\$ 10,032.00	\$ 6.00	\$ 10,944.00	\$ 10.00	\$ 18,240.00	\$ 6.75	\$ 12,312.00
37	7030-A-0	Removal of Driveway	SY	151	\$ 9.00	\$ 1,359.00	\$ 5.50	\$ 830.50	\$ 5.50	\$ 830.50	\$ 10.00	\$ 1,510.00	\$ 11.50	\$ 1,736.50	\$ 8.13	\$ 1,226.88
38	7030-C-0	Shared Use Path, PCC, 6"	SY	1276.8	\$ 45.00	\$ 57,456.00	\$ 41.00	\$ 52,348.80	\$ 41.00	\$ 52,348.80	\$ 50.00	\$ 63,840.00	\$ 46.50	\$ 59,371.20	\$ 44.63	\$ 56,977.20
39	7030-D-0	Special Subgrade Preparation for Shared Use Path	SY	2464.2	\$ 3.00	\$ 7,392.60	\$ 3.00	\$ 7,392.60	\$ 3.00	\$ 7,392.60	\$ 3.00	\$ 7,392.60	\$ 4.00	\$ 9,856.80	\$ 3.25	\$ 8,008.65
40	7030-E-0	Sidewalk, PCC, 5"	SY	413.8	\$ 52.00	\$ 21,517.60	\$ 45.50	\$ 18,827.90	\$ 45.50	\$ 18,827.90	\$ 52.00	\$ 21,517.60	\$ 55.00	\$ 22,759.00	\$ 49.50	\$ 20,483.10
41	7030-F-0	Unit Pavers with Bituminous Setting Bed	SF	4045	\$ 25.00	\$ 101,125.00	\$ 25.00	\$ 101,125.00	\$ 24.60	\$ 99,507.00	\$ 31.00	\$ 125,395.00	\$ 31.50	\$ 127,417.50	\$ 28.03	\$ 113,361.13
42	7030-F-0	Unit Pavers with Granular Base	SF	4260	\$ 18.00	\$ 76,680.00	\$ 15.50	\$ 66,030.00	\$ 15.00	\$ 63,900.00	\$ 14.00	\$ 59,640.00	\$ 21.50	\$ 91,590.00	\$ 16.50	\$ 70,290.00
43	7030-G-0	Detectable Warning	SF	360	\$ 45.00	\$ 16,200.00	\$ 45.00	\$ 16,200.00	\$ 45.00	\$ 16,200.00	\$ 50.00	\$ 18,000.00	\$ 48.50	\$ 17,460.00	\$ 47.13	\$ 16,965.00
44	7030-H-1	Driveway, Paved, PCC, 6"	SY	140	\$ 59.00	\$ 8,260.00	\$ 65.00	\$ 9,100.00	\$ 64.00	\$ 8,960.00	\$ 84.00	\$ 9,960.00	\$ 80.00	\$ 11,200.00	\$ 68.25	\$ 9,555.00
45	7040-H-0	Pavement Removal	SY	9470	\$ 8.00	\$ 75,760.00	\$ 7.50	\$ 71,025.00	\$ 8.75	\$ 82,862.50	\$ 8.00	\$ 75,760.00	\$ 6.00	\$ 56,820.00	\$ 7.56	\$ 71,616.88
46	7040-I-0	Curb and Gutter Removal	LF	250	\$ 8.00	\$ 2,000.00	\$ 7.50	\$ 1,875.00	\$ 7.50	\$ 1,875.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 13.75	\$ 3,437.50
47	8020-F-0	Temporary Pavement Markings	STA	77.6	\$ 105.00	\$ 8,148.00	\$ 65.00	\$ 5,044.00	\$ 65.00	\$ 5,044.00	\$ 125.00	\$ 9,700.00	\$ 130.00	\$ 10,088.00	\$ 96.25	\$ 7,469.00
48	8020-C-0	Painted Pavement Markings, Durable	STA	150.5	\$ 85.00	\$ 12,792.50	\$ 160.00	\$ 24,080.00	\$ 160.00	\$ 24,080.00	\$ 100.00	\$ 15,050.00	\$ 105.00	\$ 15,802.50	\$ 131.25	\$ 19,753.13
49	8020-G-0	Painted Symbols and Legends	EA	20	\$ 220.00	\$ 4,400.00	\$ 400.00	\$ 8,000.00	\$ 400.00	\$ 8,000.00	\$ 225.00	\$ 4,500.00	\$ 235.00	\$ 4,700.00	\$ 315.00	\$ 6,300.00
50	8020-K-0	Pavement Markings Removed	STA	51.1	\$ 40.00	\$ 2,044.00	\$ 85.00	\$ 4,343.50	\$ 85.00	\$ 4,343.50	\$ 85.00	\$ 4,343.50	\$ 90.00	\$ 4,599.00	\$ 86.25	\$ 4,407.38
51	8020-M-0	Grooves Cut for Pavement Markings	STA	150.5	\$ 85.00	\$ 12,792.50	\$ 100.00	\$ 15,050.00	\$ 100.00	\$ 15,050.00	\$ 100.00	\$ 15,050.00	\$ 105.00	\$ 15,802.50	\$ 101.25	\$ 15,238.13
52	8020-N-0	Grooves Cut for Symbols and Legends	EA	20	\$ 150.00	\$ 3,000.00	\$ 175.00	\$ 3,500.00	\$ 175.00	\$ 3,500.00	\$ 125.00	\$ 2,500.00	\$ 135.00	\$ 2,700.00	\$ 152.50	\$ 3,050.00
53	8030-A-0	Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 32,750.00	\$ 32,750.00
54	8030-B-0	Portable Dynamic Message Signs (PDMS)	DAY	70	\$ 50.00	\$ 3,500.00	\$ 75.00	\$ 5,250.00	\$ 75.00	\$ 5,250.00	\$ 65.00	\$ 4,550.00	\$ 70.00	\$ 4,900.00	\$ 71.25	\$ 4,987.50
55	8030-C-0	Flaggers	DAY	80	\$ 550.00	\$ 44,000.00	\$ 450.00	\$ 36,000.00	\$ 560.00	\$ 44,800.00	\$ 450.00	\$ 36,000.00	\$ 500.00	\$ 40,000.00	\$ 490.00	\$ 39,200.00
56	8040-SP-1	Type A Sign, Sheet Aluminum	SF	219.3	\$ 25.00	\$ 5,482.50	\$ 25.00	\$ 5,482.50	\$ 29.00	\$ 6,359.70	\$ 24.00	\$ 5,263.20	\$ 25.00	\$ 5,482.50	\$ 25.75	\$ 5,646.98
57	8040-SP-2	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	723	\$ 12.00	\$ 8,676.00	\$ 15.00	\$ 10,845.00	\$ 20.00	\$ 14,460.00</						

City of Cedar Falls - Project Number RC-173-3228

November 19, 2021  
at 2:00 PM

**BASE BID**

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1		2		3		4		BID AVERAGE	
					UNIT PRICE	TOTAL PRICE	Peterson Contractors Inc		Owen Contracting, Inc.		Boomerang		Pirc-Tobin Construction Inc		UNIT PRICE	TOTAL PRICE
							UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
72	9040-J-0	Rip Rap, Class D, 24" Thickness	TON	30	\$ 50.00	\$ 1,500.00	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00	\$ 70.00	\$ 2,100.00	\$ 60.00	\$ 1,800.00	\$ 70.00	\$ 2,100.00
73	9040-N-1	Silt Fence	LF	1117	\$ 2.00	\$ 2,234.00	\$ 1.75	\$ 1,954.75	\$ 2.30	\$ 2,569.10	\$ 1.70	\$ 1,898.90	\$ 2.00	\$ 2,234.00	\$ 1.94	\$ 2,164.19
74	9040-N-2	Silt Fence, Removal of Sediment	LF	1117	\$ 2.00	\$ 2,234.00	\$ 0.05	\$ 55.85	\$ 1.25	\$ 1,396.25	\$ 0.50	\$ 558.50	\$ 0.50	\$ 558.50	\$ 0.58	\$ 642.28
75	9040-N-3	Silt Fence, Removal of Device	LF	1117	\$ 1.00	\$ 1,117.00	\$ 0.05	\$ 55.85	\$ 1.00	\$ 1,117.00	\$ 0.50	\$ 558.50	\$ 0.10	\$ 111.70	\$ 0.41	\$ 460.76
76	9040-T-1	Inlet Protection Device, Filter Sock	EA	18	\$ 125.00	\$ 2,250.00	\$ 60.00	\$ 1,080.00	\$ 91.00	\$ 1,638.00	\$ 80.00	\$ 1,440.00	\$ 80.00	\$ 1,440.00	\$ 77.75	\$ 1,399.50
77	9040-T-2	Inlet Protection Device, Maintenance	EA	36	\$ 300.00	\$ 10,800.00	\$ 25.00	\$ 900.00	\$ 67.00	\$ 2,412.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 28.00	\$ 1,008.00
78	9060-A-0	Chain Link Fence, Metal, 4'	LF	12	\$ 50.00	\$ 600.00	\$ 170.00	\$ 2,040.00	\$ 158.34	\$ 1,900.08	\$ 50.00	\$ 600.00	\$ 175.00	\$ 2,100.00	\$ 138.34	\$ 1,660.02
79	9060-A-1	Screen Fence, Vinyl, 8"	LF	1843	\$ 157.00	\$ 289,351.00	\$ 170.00	\$ 313,310.00	\$ 163.00	\$ 300,409.00	\$ 136.00	\$ 250,648.00	\$ 175.00	\$ 322,525.00	\$ 161.00	\$ 296,723.00
80	9060-E-0	Removal of Chain Link Fence	LF	148	\$ 5.00	\$ 740.00	\$ 4.00	\$ 592.00	\$ 3.74	\$ 553.52	\$ 15.00	\$ 2,220.00	\$ 15.00	\$ 2,220.00	\$ 9.44	\$ 1,396.38
81	9060-E-0	Removal of Wood Fence	LF	1594	\$ 5.00	\$ 7,970.00	\$ 4.00	\$ 6,376.00	\$ 3.74	\$ 5,961.56	\$ 25.00	\$ 39,850.00	\$ 8.00	\$ 12,752.00	\$ 10.19	\$ 16,234.89
82	9070-SP-1	Cast Stone Walls	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 165,000.00	\$ 165,000.00	\$ 167,000.00	\$ 167,000.00	\$ 225,000.00	\$ 225,000.00	\$ 175,000.00	\$ 175,000.00	\$ 183,000.00	\$ 183,000.00
83	9070-SP-2	Limestone Columns	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 70,000.00	\$ 70,000.00	\$ 66,295.00	\$ 66,295.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00	\$ 69,073.75	\$ 69,073.75
84	9072-A-0	Combined Concrete Sidewalk and Retaining Wall	CY	150	\$ 1,950.00	\$ 292,500.00	\$ 2,000.00	\$ 300,000.00	\$ 2,050.00	\$ 307,500.00	\$ 600.00	\$ 90,000.00	\$ 2,300.00	\$ 345,000.00	\$ 1,737.50	\$ 260,625.00
85	9085-SP-1	Removal and Reinstallation of Bench	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,850.00	\$ 2,850.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 1,650.00	\$ 1,650.00
86	9090-SP-1	Roadway Lighting	LS	1	\$ 115,000.00	\$ 115,000.00	\$ 140,000.00	\$ 140,000.00	\$ 135,000.00	\$ 135,000.00	\$ 130,000.00	\$ 130,000.00	\$ 140,000.00	\$ 140,000.00	\$ 136,250.00	\$ 136,250.00
87	10,010-A	Removal of Traffic Signal	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 8,500.00	\$ 8,500.00	\$ 13,500.00	\$ 13,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,875.00	\$ 8,875.00
88	11,010-A	Construction Survey	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 28,000.00	\$ 28,000.00	\$ 38,000.00	\$ 38,000.00	\$ 45,000.00	\$ 45,000.00	\$ 40,250.00	\$ 40,250.00
89	11,020-A	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 275,000.00	\$ 275,000.00	\$ 495,000.00	\$ 495,000.00	\$ 214,000.00	\$ 214,000.00	\$ 296,000.00	\$ 296,000.00
90	11,030-A-0	Maintenance of Postal Service	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,625.00	\$ 1,625.00
91	11,030-B-0	Maintenance of Solid Waste Collection	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,625.00	\$ 3,625.00
92	11,050-A-0	Concrete Washout	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,125.00	\$ 4,125.00
93	11,010-B	Monument Preservation and Replacement	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 4,650.00	\$ 4,650.00
					<b>BASE BID:</b>	\$ 3,197,587.20		\$ 3,329,289.25		\$ 3,431,691.81		\$ 3,487,710.70		\$ 3,555,906.50		\$ 3,451,149.57
					<b>CONTINGENCY (5%):</b>	\$ 159,879.36		NA		NA		NA		NA		
					<b>BID SECURITY:</b>			10%		10%		10%		10%		
					<b>TOTAL BASE BID:</b>	\$ 3,357,466.56		\$ 3,329,289.25		\$ 3,431,691.81		\$ 3,487,710.70		\$ 3,555,906.50		\$ 3,451,149.57
					Addenda 1		x		x		x		x			
					Addenda 2		x		x		x		x			
					Bid Security		x		x		x		x			
					Bidder Status Form		x		x		x		x			
					Non-Collusion Affidavit		x		x		x		x			
					TSB Pre-Bid Contact		x		x		x		x			



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** November 29, 2021

**SUBJECT:** Greenhill Road & South Main Street Intersection Improvements  
 City Project Number RC-173-3228  
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to construct a roundabout at the intersection of Greenhill Road & South Main Street including new pavement, sidewalk/trail, retaining wall and fencing, storm sewer, watermain, landscaping, and roadway lighting. The project will require the acquisition of temporary and permanent easements from four (4) properties to complete construction. The owners of the following three properties have accepted our offer, with the fourth property also accepting our offer, but still returning all necessary documents.

Parcel #	Owner	Address/Parcel ID	Acquisition Type
1	Lillian Jean Sesma	8914-25-126-068	Permanent Easement/Temporary Easement
2	Gary Wilson	8914-24-376-012	Temporary Easement
5	Michael W Wheaton	8914-24-451-021	Permanent Easement/Temporary Easement

Attached is a map that identifies the location of these properties.

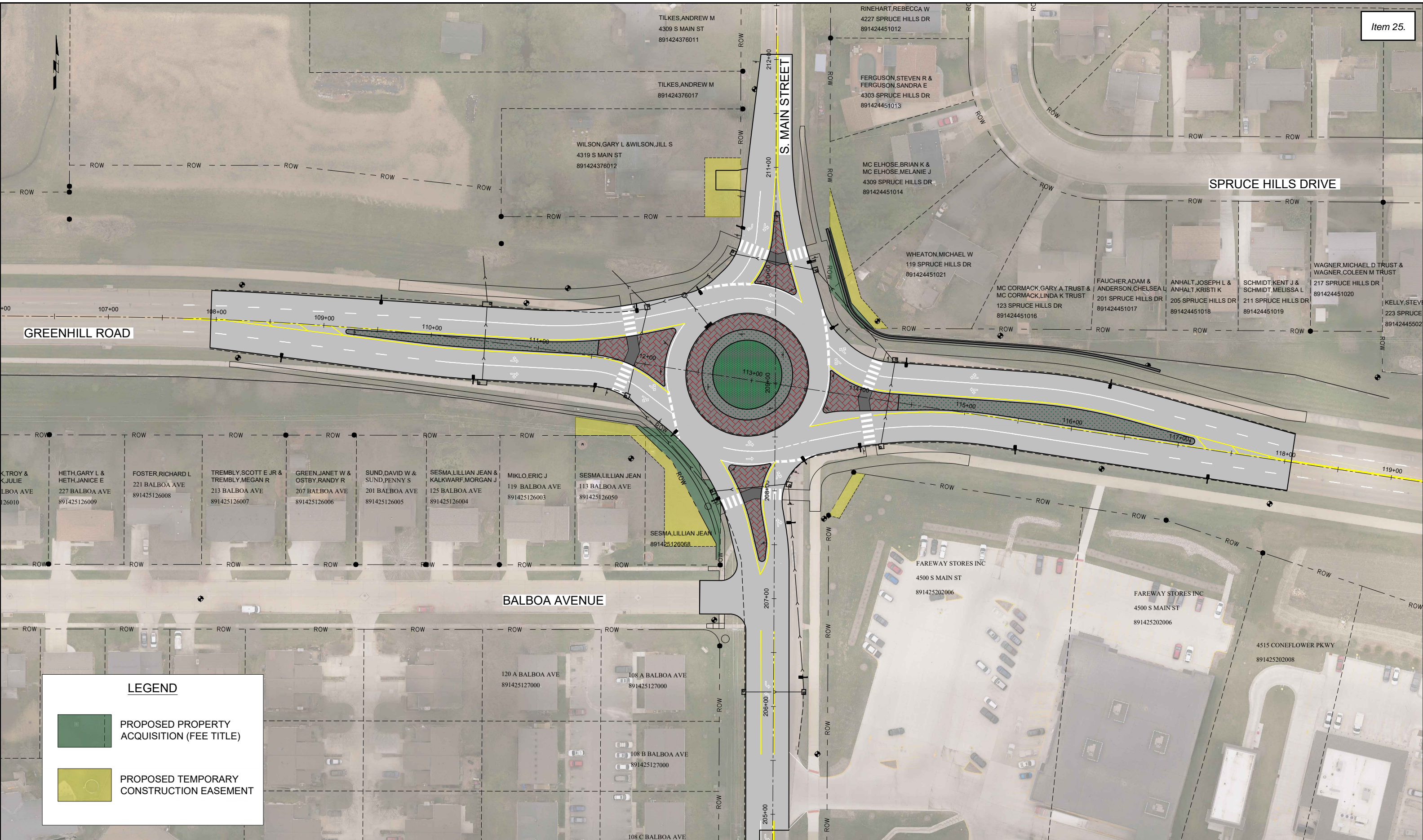
The City will use General Obligation Funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Shive-Hattery, Inc., of Cedar Rapids, Iowa, on March 16, 2020 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY21, FY22 and FY23 under item number 122. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Greenhill Road & South Main Street Intersection Improvements project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works  
 David Wicke, City Engineer





**LEGEND**

- PROPOSED PROPERTY ACQUISITION (FEE TITLE)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 113 Balboa Ave. Cedar Falls, IA 50613      County Tax Parcel No: 8914-25-126-068**  
**Parcel Number: 1      Project Number: 120180**  
**Project Name: Greenhill Road and South Main Street Intersection Improvements**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Lillian Jean Sesma, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller’s interests in the following real estate, hereinafter referred to as the “Premises”:

See Attached Acquisition Plat (Exhibit A)  
See Temporary Easement Plat (Exhibit B)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller’s estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above (“Project”).
- 3. In consideration of Seller’s conveyance of Seller’s interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,375.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,375.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>2,461</u> sq. ft.	<u>\$ 3,595.00</u>
Underlying Fee Title	_____ sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>3,985</u> sq. ft.	<u>\$ 480.00</u>
Permanent Easement	_____ sq. ft.	<u>\$ _____</u>
Buildings		<u>\$ _____</u>
Severance Damages		<u>\$ 2,300.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary Easements as shown on the attached acquisition plat and temporary easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

LOCATION : A PART OF LOT 1, ELDORADO HEIGHTS ADDITION TO CEDAR FALLS, BLACKHAWK COUNTY, IOWA

REQUESTOR : THE CITY OF CEDAR FALLS

PROPRIETOR : LILLIAN J. SESMA

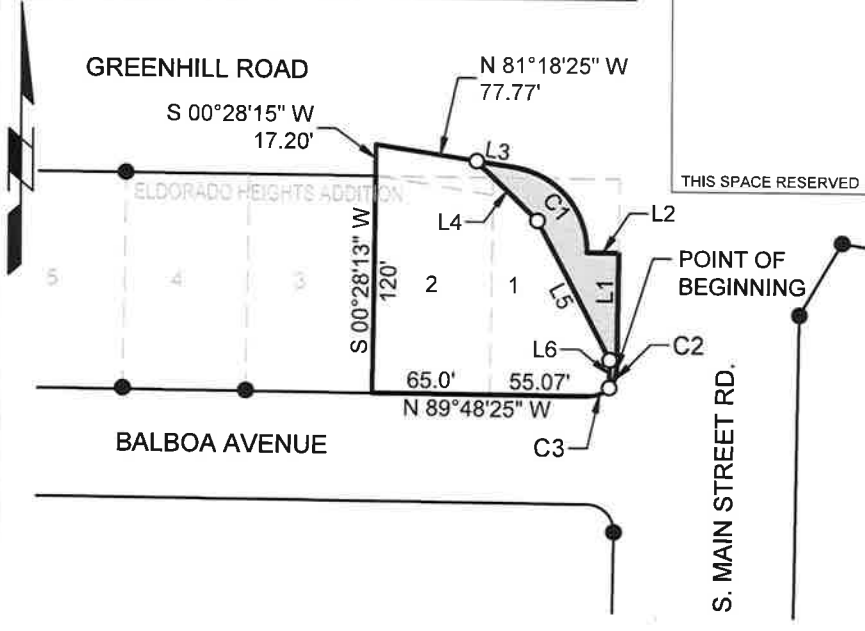
SURVEYOR : JONATHON BAILEY, P.L.S.

SURVEY : SHIVE-HATTERY, INC.

COMPANY : 222 3rd AVE. SE, SUITE 300, CEDAR RAPIDS, IA

RETURN TO : THE CITY OF CEDAR FALLS

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°28'13" E	64.05'
L2	N 89°48'25" W	17.75'
L3	N 81°18'25" W	21.41'
L4	S 45°49'06" E	46.95'
L5	S 28°01'09" E	86.54'
L6	S 00°28'13" W	15.24'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	81°47'27"	67.09'	47.00'	N 40°24'50" W	61.54'
C2	42°49'42"	11.21'	15.00'	N 21°53'23" E	10.95'
C3	89°42'47"	23.49'	15.00'	N 45°19'55" E	21.16'

**DESCRIPTION**

That part of Lot 1, Eldorado Heights Addition to Cedar Falls, Blackhawk County, Iowa and a part of the former right-of-way of Greenhill Road, described as follows:

Beginning at a southeasterly corner of said Lot 1;

thence North 0°28'13" East 64.05 feet along the easterly line of said Lot 1 (assumed bearing for this description only) and along the westerly right-of-way of South Main Street Road;

thence North 89°48'25" West 17.75 feet along the right-of-way of Greenhill Road;

thence northwesterly 67.09 feet along the right-of-way of said Greenhill Road and the along the arc of a 47.00 foot radius curve concave southwesterly (chord bearing North 40°24'50" West 61.54 feet);

thence North 81°18'25" West 21.41 feet along the right-of-way of said Greenhill Road;

thence South 45°49'06" East 46.95 feet;

thence South 28°01'09" East 86.54 feet;

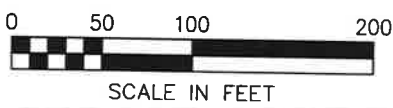
thence South 0°28'13" West 15.24 feet to a point of intersection with a southeasterly arc of said Lot 1;

thence northeasterly along the right-of-way of said South Main Street Road and the arc of a 15.00 foot radius curve concave northwesterly (chord bearing North 21°53'23" East 10.95 feet) to the point of beginning and containing 2461 square feet more or less.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.(5)

**LEGEND**

- FOUND IRON ROD
- SET 5/8" IRON ROD W/ YELLOW CAP #12531 AT THE COMPLETION OF CONSTRUCTION



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Jonathon Bailey* Nov 15 2021 9:16 AM

NAME: **JONATHON BAILEY**

DATE: \_\_\_\_\_ LICENSE NUMBER: 12531

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 of 1

File Path: P:\Projects\CR1201800\Deliverables\Drawings\1a\_Survey\Acquisition-Easements\ACQ\_Sesma-Lot 1 Eldorado Add.dwg

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING  
 222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
 319.364.0227 | www.shive-hattery.com  
 Iowa | Illinois | Indiana

RIGHT-OF-WAY ACQUISITION PLAT			
A PART OF LOT 1, ELDORADO HEIGHTS ADD.			
113 BALBOA AVENUE CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/31/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	11/15/21

PROJECT NO.  
120180-0

SHEET NO.  
**1 of 1**

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Lillian Jean Sesma, a single person ("Grantors"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of four hundred and eighty dollars (\$480.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantors' Property), and (ii) not to unreasonably

interfere with the use of the Easement Area (or any other portion of the Grantors' Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

7. Expiration of Temporary Easement. This Agreement and the easement in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Lillian Jean Sesma  
Lillian Jean Sesma

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 11 day of November, 2021, by Lillian Jean Sesma, Grantors.

[Signature]  
Signature of notarial officer

Stamp  
Iowa Notary  
Title of Office

[My commission expires: 2024]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

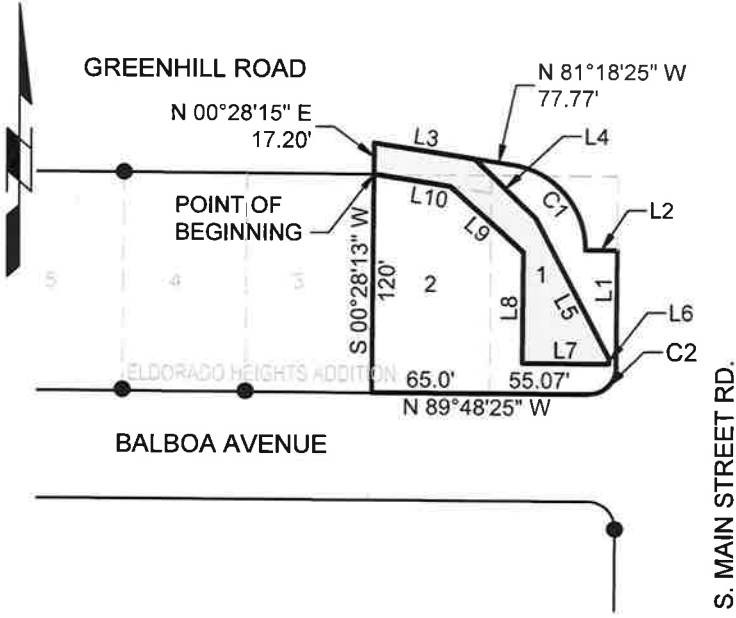
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# EASEMENT EXHIBIT

## TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 1 AND LOT 2, ELDORADO HEIGHTS ADDITION  
CEDAR FALLS, BLACKHAWK COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 00°28'13" E	64.05'
L2	N 89°48'25" W	17.75'
L3	S 81°18'25" E	56.36'
L4	S 45°49'06" E	46.95'
L5	S 28°01'09" E	86.54'
L6	S 00°28'13" W	3.07'
L7	N 89°48'25" W	47.95'
L8	N 00°28'13" E	60.78'
L9	N 48°21'07" W	54.03'
L10	N 81°03'20" W	42.85'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	81°47'27"	67.09'	47.00'	N 40°24'50" W	61.54'
C2	89°42'47"	23.49'	15.00'	N 45°19'55" E	21.16'

### DESCRIPTION

That part of Lot 1, and Lot 2, Eldorado Heights Addition to Cedar Falls, Blackhawk County, Iowa and a part of the former right-of-way of Greenhill Road, described as follows:

Beginning at a northwest corner of said Lot 2;

thence North 0°28'15" East 17.20 feet along the right-of-way of said Greenhill Road (assumed bearing for this description only);

thence South 81°18'25" East 56.36 feet along the right-of-way of said Greenhill Road;

thence South 45°49'06" East 46.95 feet;

thence South 28°01'09" East 86.54 feet;

thence South 0°28'13" West 3.07;

thence North 89°48'25" West 47.95 feet;

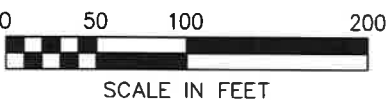
thence North 0°28'13" East 60.78 feet;

thence North 48°21'07" West 54.03 feet;

thence North 81°03'20" West 42.85 feet to the point of beginning and containing 3985 square feet more or less.

### LEGEND

● FOUND IRON ROD



EASEMENT REQUESTED BY:  
THE CITY OF CEDAR FALLS

PROPERTY OWNER:  
LILLIAN J. SESMA

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING  
222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
319.364.0227 | www.shive-hattery.com  
Iowa | Illinois | Indiana

EASEMENT EXHIBIT			
LOTS 1 & 2, ELDORADO HEIGHTS ADD.			
113 BALBOA AVENUE CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/31/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	11/15/21

PROJECT NO.  
120180-0

SHEET NO.

1 of 1

File Path: P:\Projects\CR1201800\Deliverables\Drawings\12\_Survey\Acquisition-Easements\TCE-Sesma-Lot 1 Eldorado Add.dwg

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 4319 S. Main St. Cedar Falls, IA 50613      County Tax Parcel No: 8914-24-376-012  
Parcel Number: 2      Project Number: 120180  
Project Name: Greenhill Road and South Main Street Intersection Improvements

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Gary L. Wilson and Jill S. Wilson, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Temporary Easement Plat (Exhibit A)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ _____	on possession and conveyance	60 days after Buyer approval
\$ _____	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,812 sq. ft.	\$ 925.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

- 4. Seller grants to the City a Temporary Easements as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Gary L. Wilson 11 NOV 21 Jill S. Wilson 11/11/21  
 Gary L. Wilson Date Jill S. Wilson Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 11 day of November, 2021, by  
Gary L. Wilson as Jill S. Wilson as husband and wife

Cody Frederickson  
 Signature of notarial officer  
Cody Frederickson  
 Printed name of notarial officer  
Dec 24, 2024  
 My commission expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Gary L. Wilson and Jill S. Wilson, husband and wife, ("Grantors"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of nine hundred and twenty five dollars (\$925.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantors' Property), and (ii) not to unreasonably

interfere with the use of the Easement Area (or any other portion of the Grantors' Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

7. Expiration of Temporary Easement. This Agreement and the easement in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: Gary L. Wilson  
Gary L. Wilson

Jill S. Wilson  
Jill S. Wilson

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 11 day of November, 2021, by Gary L. Wilson, Jill S. Wilson, Grantors.

Cody Fink  
Signature of notarial officer



Stamp  
[ Iowa Notary ]  
Title of Office

[My commission expires: Dec 24, 2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

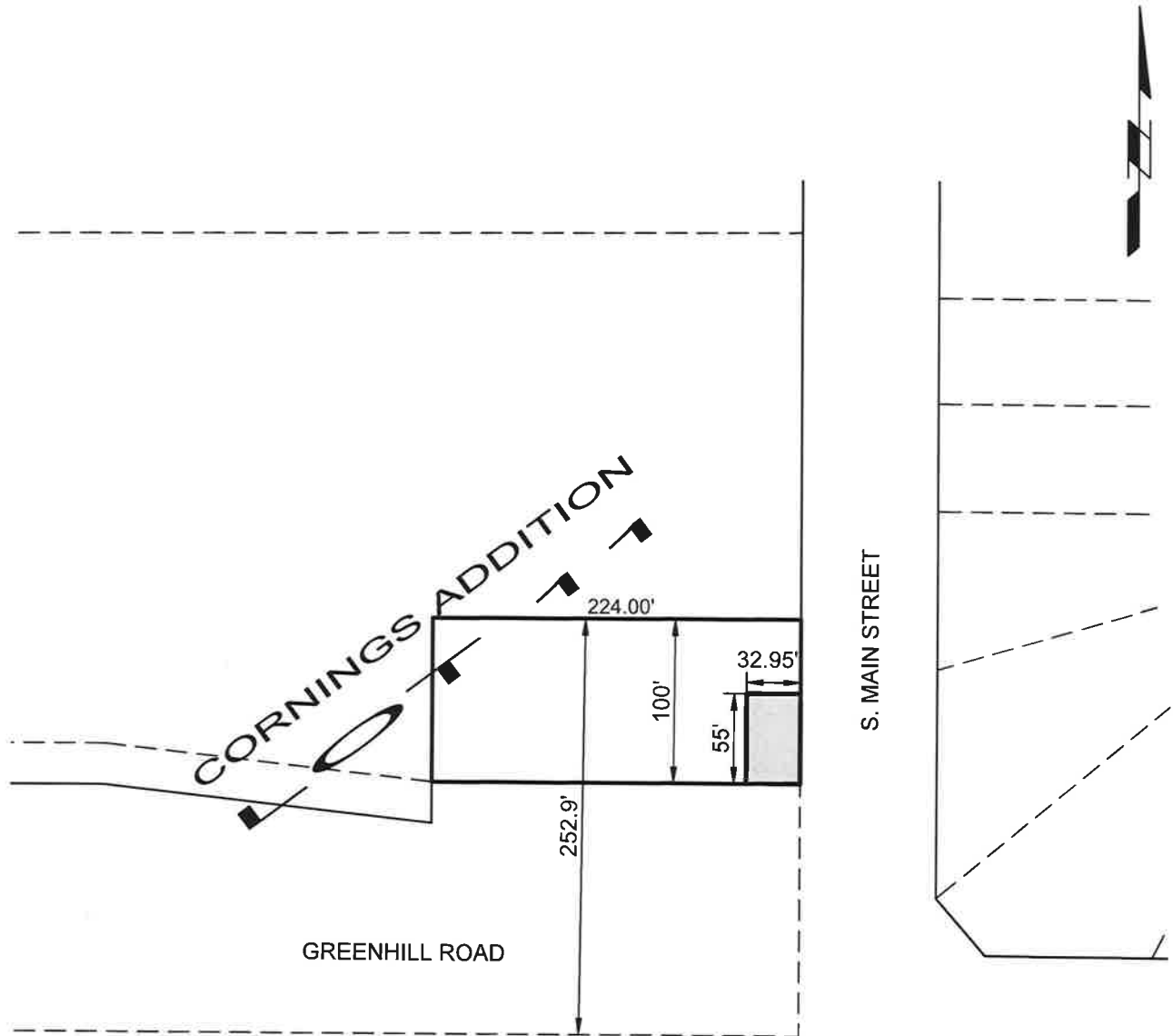
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

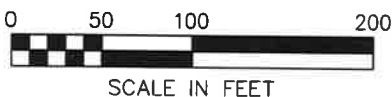
# EASEMENT EXHIBIT TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 11, CORNING'S ADDITION  
CEDAR FALLS, BLACKHAWK COUNTY, IOWA



### DESCRIPTION

A temporary construction easement on the South 55 feet of the East 32.95 feet of the North 100 feet of the South 252.9 feet of the East 224 feet of Lot 11, Corning's Addition in Cedar Falls, Blackhawk County, Iowa and containing 1812 square feet more or less.



EASEMENT REQUESTED BY:  
THE CITY OF CEDAR FALLS

PROPERTY OWNER:  
GARY L. WILSON  
JILL S. WILSON

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING  
222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
319.364.0227 | www.shive-hattery.com  
Iowa | Illinois | Indiana

EASEMENT EXHIBIT A PART OF LOT 11, CORNING'S ADD. GARY L. WILSON AND JILL S. WILSON CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/29/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	-
APPROVED	JSB	REVISION	11/17/21

PROJECT NO.  
120180-0

SHEET NO.

1 of 1



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 119 Spruce Hills Dr. Cedar Falls, IA 50613 County Tax Parcel No: 8914-24-451-021  
Parcel Number: 5 Project Number: 120180  
Project Name: Greenhill Road and South Main Street Intersection Improvements

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Michael W. Wheaton, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat (Exhibit A)  
See Temporary Easement Plat (Exhibit B)

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,670.00	on possession and conveyance	60 days after Buyer approval
\$ 3,670.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	498	sq. ft.		\$ 2,900.00
Underlying Fee Title		sq. ft.		\$
Temporary Easement	573	sq. ft.		\$ 270.00
Permanent Easement		sq. ft.		\$
Buildings				\$
Severance Damages				\$ 500.00

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached acquisition plat and temporary easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.
- 10. The payment for Severance Damages includes the removal of four trees at \$500 per tree, and three shrubs at \$100 per shrub.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: *Michael W. Wheaton* 11/24/20 \_\_\_\_\_  
 Michael W. Wheaton Date Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 24<sup>th</sup> day of November, 2020, by Michael W. Wheaton and \_\_\_\_\_.

*Justin J. Walton*  
 Signature of notarial officer  
Justin J. Walton  
 Printed name of notarial officer  
5/30/2022  
 My commission expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

LOCATION : A PART OF LOT 24, HERITAGE ADDITION TO CEDAR FALLS, BLACKHAWK COUNTY, IOWA

REQUESTOR : THE CITY OF CEDAR FALLS

PROPRIETOR : MICHAEL W. WHEATON

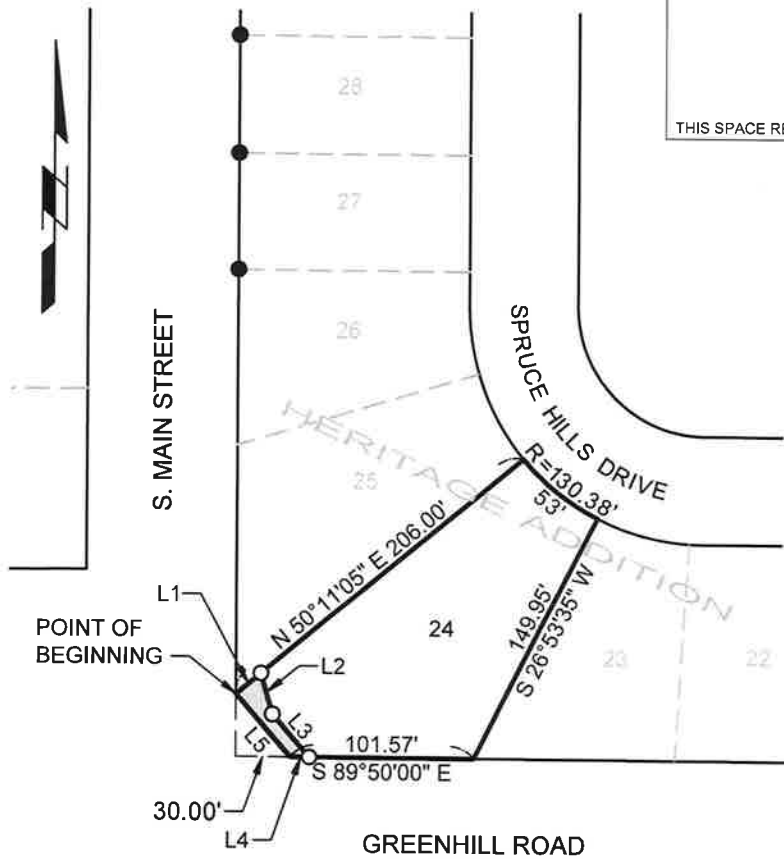
SURVEYOR : JONATHON BAILEY, P.L.S.

SURVEY : SHIVE-HATTERY, INC.

COMPANY : 222 3rd AVE. SE, SUITE 300, CEDAR RAPIDS, IA

RETURN TO : THE CITY OF CEDAR FALLS

THIS SPACE RESERVED FOR RECORDER'S USE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 50°11'05" E	18.00'
L2	S 15°54'40" E	23.45'
L3	S 41°08'35" E	31.00'
L4	N 89°50'00" W	10.65'
L5	N 41°08'35" W	45.60'

**DESCRIPTION**

That part of Lot 24, Heritage Addition to Cedar Falls, Blackhawk County, Iowa described as follows:

Beginning at the most westerly corner of said Lot 24;

thence North 50°11'05" East 18.00 feet along the northwesterly line of said Lot 24 (assumed bearing for this description only);

thence South 15°54'40" East 23.45 feet;

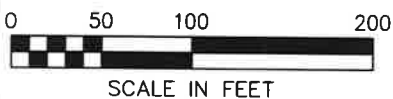
thence South 41°08'35" East 31.00 feet along a line parallel with and 8 feet in perpendicular distance northeasterly from and existing right-of-way line to a point of intersection with the northerly right-of-way line of Greenhill Road and the southerly line of said Lot 24;

thence North 89°50'00" West 10.65 feet along said northerly right-of-way line and said southerly line of said Lot 24 to an angle point in the existing right-of-way;

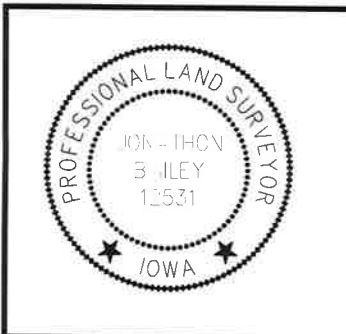
thence North 41°08'35" West 45.60 feet along said existing right-of-way to the point of beginning and containing 498 square feet more or less.

**LEGEND**

- FOUND IRON ROD
- SET <sup>5</sup>/<sub>8</sub>" IRON ROD W/ YELLOW CAP #12531 AT THE COMPLETION OF CONSTRUCTION



ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Jonathon Bailey* Nov 15 2021 9:21 AM

NAME: **JONATHON BAILEY**

DATE: \_\_\_\_\_ LICENSE NUMBER: 12531

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: \_\_\_\_\_

1 of 1

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING  
 222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
 319.364.0227 | www.shive-hattery.com  
 Iowa | Illinois | Indiana

RIGHT-OF-WAY ACQUISITION PLAT			
A PART OF LOT 24, HERITAGE ADDITION			
119 SPRUCE HILLS DRIVE			
CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/29/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	--
APPROVED	JSB	REVISION	11/15/21

PROJECT NO.  
120180-0

SHEET NO.  
**1 of 1**

File Path: P:\Projects\CR1201800\Deliverables\Drawings\1a\_Survey\Acquisition-Easements\ACQ-Wheaton-Lot 24-Heritage Add.dwg

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Michael W. Wheaton, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of two hundred and seventy dollars (\$270.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantors' Property), and (ii) not to unreasonably

interfere with the use of the Easement Area (or any other portion of the Grantors' Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

7. Expiration of Temporary Easement. This Agreement and the easement in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:  
  
\_\_\_\_\_  
Michael W. Wheaton

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 11 day of November, 2021, by Michael W. Wheaton, Grantors.

  
\_\_\_\_\_  
Signature of notarial officer

Stamp  
[ Iowa Notary ]  
Title of Office

[My commission expires: 2024 ]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the  
City of Cedar Falls, Iowa.

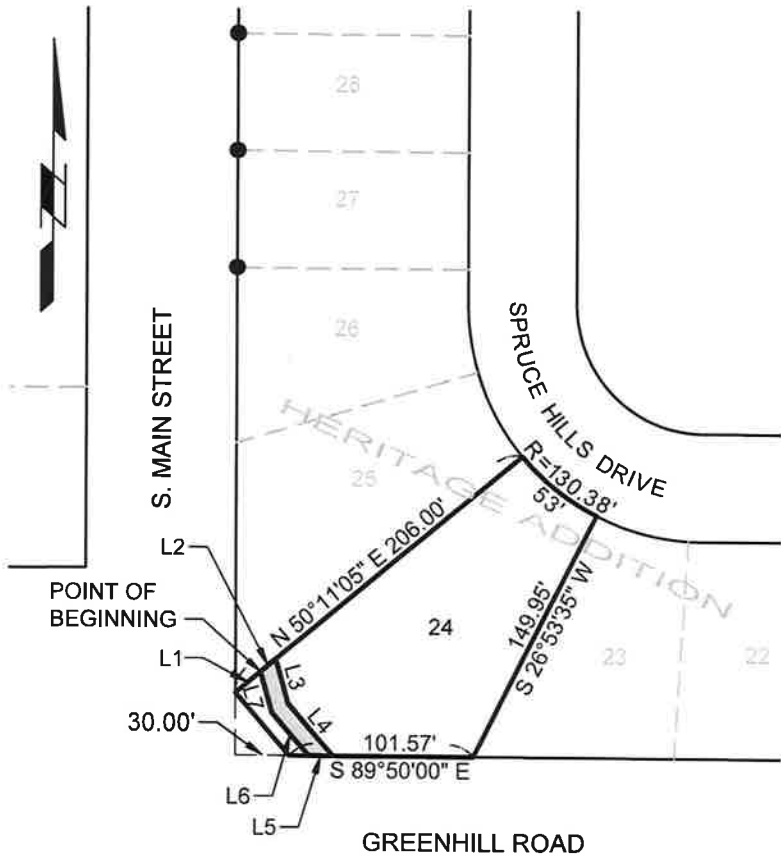
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

# EASEMENT EXHIBIT

## TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 24, HERITAGE ADDITION  
CEDAR FALLS, BLACKHAWK COUNTY, IOWA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 50°11'05" E	18.00'
L2	N 50°11'05" E	10.94'
L3	S 15°54'40" E	25.64'
L4	S 41°08'35" E	37.55'
L5	N 89°50'00" W	13.31'

### DESCRIPTION

A 10 foot wide temporary construction easement on that part of Lot 24, Heritage Addition to Cedar Falls, Blackhawk County, Iowa described as follows:

Commencing as a point of reference at the most westerly corner of said Lot 24;

thence North 50°11'05" East 18.00 feet along the northwesterly line of said Lot 24 (assumed bearing for this description only) to the point of beginning;

thence continuing North 50°11'06" East 10.94 feet along said northwesterly line;

thence South 15°54'40" East 25.64 feet;

thence South 41°08'35" East 37.55 feet along a line parallel with and 8 feet in perpendicular distance northeasterly from and existing right-of-way line to a point of intersection with the northerly right-of-way line of Greenhill Road and the southerly line of said Lot 24;

thence North 89°50'00" West 13.315 feet along said northerly right-of-way line and said southerly line of said Lot 2;

thence North 41°08'35" West 31.00 feet;

thence North 15°54'40" West 23.45 feet to the point of beginning and containing an area of 573 square feet more or less..

### LEGEND

● FOUND IRON ROD



SCALE IN FEET

EASEMENT REQUESTED BY:  
THE CITY OF CEDAR FALLS

PROPERTY OWNER:  
MICHAEL W. WHEATON

**SHIVEHATTERY**  
ARCHITECTURE + ENGINEERING  
222 Third Avenue SE, Suite 300 | Cedar Rapids, Iowa 52406  
319.364.0227 | www.shive-hattery.com  
Iowa | Illinois | Indiana

EASEMENT EXHIBIT			
A PART OF LOT 24, HERITAGE ADDITION			
119 SPRUCE HILLS DRIVE CEDAR FALLS, BLACKHAWK COUNTY, IOWA			
DATE	12/30/20	SCALE	AS SHOWN
DRAWN	JSB	FIELD BOOK	---
APPROVED	JSB	REVISION	11/15/21

PROJECT NO.  
120180-0

SHEET NO.

**1 of 1**

File Path: P:\Projects\CR1201800\Deliverables\Drawings\1a\_Survey\Acquisition-Easements\TCE-Wheaton-Lot 24 Heritage Add.dwg



**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

**MEMORANDUM**

---

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Cory Hines, GIS Analyst  
**DATE:** December 1, 2021  
**SUBJECT:** Proposed ordinance establishing new wards and precincts

Staff would like to request that City Council set a date of public hearing for the proposed ward and precinct boundaries. The results of the 2020 census combined with Iowa State Code requirements have prompted these changes. Additional information regarding the ordinance language and associated documents will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
 www.cedarfalls.com

**MEMORANDUM**  
*Engineering Division*

TO: Honorable Mayor Robert M Green and City Council

FROM: Luke Andreasen, PE, Principal Engineer

DATE: November 30, 2021

SUBJECT: Main Street Reconstruction (6<sup>th</sup> Street to University Avenue)  
 Public Hearing  
 Project Number RC-000-3283

The City of Cedar Falls is planning to reconstruct Main Street from 6<sup>th</sup> Street to University Avenue. The intersections at Seerley Boulevard, 18<sup>th</sup> Street, 12<sup>th</sup> Street and possibly 6<sup>th</sup> Street will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, and storm sewer and other miscellaneous roadway items. Right-of-Way acquired for the project will be used for roadway alignment and utility relocations. Plans for the project show the need for fee title and/or easement acquisitions from approximately nine (9) properties.

The nine (9) property acquisitions include two (2) total takes at the northeast and northwest corners of the Main/12<sup>th</sup> intersection. In addition, temporary construction easements will be necessary for almost every property on both sides of Main Street from 6<sup>th</sup> Street to University.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

The Engineering Division recommends setting Monday, December 20, 2021 at 7:00 p.m. as the date and time for the public hearing on this project.

xc: Chase Schrage, Director of Public Works  
 David Wicke, PE, City Engineer



# Daily Checks for Council Meeting 12/06/21

Item 28.

PREPARED 11/30/2021, 10:02:22  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
732	06/22 AP	11/05/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	23.70			11/19/21	
	65# PAPER & POST-IT FLAGS									
732	06/22 AP	10/27/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	59.39			11/19/21	
	SHARPIE (FINE POINT)									
732	06/22 AP	10/26/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	18.22			11/19/21	
	BIC PERMANENT MARKERS (FINE POINT)									
732	06/22 AP	10/26/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	59.39			11/19/21	
	SHARPIES (FINE POINT)									
732	06/22 AP	10/26/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	72.11			11/19/21	
	ENERGIZER BATTERIES (AAA) 65# LETTER-SIZE PAPER									
732	06/22 AP	10/25/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	18.59			11/19/21	
	TAPE DISPENSERS, TAPE									
732	06/22 AP	10/25/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	12.63			11/19/21	
	ENERGIZER BATTERIES (D)									
	ACCOUNT TOTAL					264.03	.00		264.03	
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING										
732	06/22 AP	11/09/21	0000000		PARKADE PRINTER, INC.	236.29			11/19/21	
	CIRC DEPT LETTERHEAD PRINTING									
	ACCOUNT TOTAL					236.29	.00		236.29	
101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY										
829	05/22 AP	11/01/21	0396405		GAINER, NATE	1,250.00			11/17/21	
	50% DEP. REDFERN DISPLAY									
	ACCOUNT TOTAL					1,250.00	.00		1,250.00	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
732	06/22 AP	10/27/21	0000000		QUADIENT FINANCE USA, INC.	300.00			11/19/21	
	POSTAGE									
	ACCOUNT TOTAL					300.00	.00		300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
808	06/22 AP	11/12/21	0000000		EO JOHNSON	3,912.00			11/19/21	
	PROJECT LABOR & 3-YR SUPPORT FOR WIFI POINTS									
732	06/22 AP	11/08/21	0000000		TRAC SYSTEMS, INC	499.00			11/19/21	
	COIN VEND STATION SUPPORT 1/23/22-1/23/23									
732	06/22 AP	11/04/21	0000000		TRAC SYSTEMS, INC	2,459.00			11/19/21	
	UNIPRINT MAINT/SUPPORT 1/23/22-1/23/23									
732	06/22 AP	10/27/21	0000000		HAWKEYE COMMUNICATION/FANDEL	2,295.45			11/19/21	
	CABLING WORK FOR 22 NEW WIRLESS ACCESS POINTS									
732	06/22 AP	10/25/21	0000000		EO JOHNSON	760.00			11/19/21	

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FUND 101 GENERAL FUND										
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT						continued				
SERVER ROOM SWITCH FOR						WIFI INSTALLATION LABOR				
ACCOUNT TOTAL							9,925.45	.00	9,925.45	
101-1060-423.85-01 UTILITIES / UTILITIES										
808		06/22 AP		11/05/21	0000000	CEDAR FALLS UTILITIES	5,448.84			11/19/21
LIBRARY UTILITIES										
ACCOUNT TOTAL							5,448.84	.00	5,448.84	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
808		06/22 AP		11/12/21	0000000	ARAMARK	15.70			11/19/21
LIBRARY MAT SERVICE										
732		06/22 AP		11/05/21	0000000	ARAMARK	15.70			11/19/21
LIBRARY MAT SERVICE										
732		06/22 AP		11/03/21	0000000	SHRED-IT USA	48.15			11/19/21
DOCUMENT DESTRUCTION										
732		06/22 AP		10/29/21	0000000	ARAMARK	15.70			11/19/21
LIBRARY MAT SERVICE										
ACCOUNT TOTAL							95.25	.00	95.25	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
732		06/22 AP		11/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	61.20			11/19/21
FOTL:YOUTH-65# PAPER (5)										
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR BOOKS	157.14			11/19/21
FOTL:MEMORIAL-ADULT BOOKS										
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR BOOKS	92.80			11/19/21
FOTL:MEMORIAL-ADULT BOOKS										
732		06/22 AP		10/25/21	0000000	BAKER & TAYLOR BOOKS	107.60			11/19/21
FOTL:MEMORIAL-ADULT BOOKS										
732		06/22 AP		10/21/21	0000000	BAKER & TAYLOR BOOKS	161.50			11/19/21
FOTL:ADULT-ADULT BOOKS										
ACCOUNT TOTAL							580.24	.00	580.24	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
808		06/22 AP		11/12/21	0000000	CEDAR FALLS, CITY OF	455.00			11/19/21
BERG 2 RMB STORYWALK-						CONCRETE REIMBURSEMENT				
ACCOUNT TOTAL							455.00	.00	455.00	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
732		06/22 AP		10/27/21	0000000	DEMCO, INC	63.13			11/19/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP						continued				
						2" BOOK TAPE, NONBOND				
						GLUE (9 OZ & GALLON)				
732		06/22 AP		10/27/21	0000000	SANDEE'S LIMITED	72.75			11/19/21
						REPLACEMENT STAMP PAD				
732		06/22 AP		10/22/21	0000000	COMPUTYPE, INC.	203.63			11/19/21
						PRINTERS (X10)				
						ACCOUNT TOTAL	339.51	0.00		339.51
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
732		06/22 AP		11/01/21	0000000	OCLC, INC.	743.86			11/19/21
						CATALOG AND METADATA				
						SUBSCRIPTION				
						ACCOUNT TOTAL	743.86	0.00		743.86
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
732		06/22 AP		11/08/21	0000000	BAKER & TAYLOR BOOKS	259.36			11/19/21
						ADULT BOOKS				
732		06/22 AP		11/05/21	0000000	BAKER & TAYLOR BOOKS	491.92			11/19/21
						ADULT BOOKS				
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR BOOKS	88.40			11/19/21
						ADULT BOOKS				
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	476.50			11/19/21
						ADULT BOOKS				
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	31.63			11/19/21
						ADULT BOOKS				
732		06/22 AP		11/02/21	0000000	BAKER & TAYLOR BOOKS	133.61			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/27/21	0000000	BAKER & TAYLOR BOOKS	246.29			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR BOOKS	129.71			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/25/21	0000000	BAKER & TAYLOR BOOKS	324.43			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/22/21	0000000	BAKER & TAYLOR BOOKS	433.13			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/21/21	0000000	BAKER & TAYLOR BOOKS	235.14			11/19/21
						ADULT BOOKS				
732		06/22 AP		10/15/21	0000000	IOWA POETRY ASSOCIATION	9.00			11/19/21
						ADULT BOOKS				
						ACCOUNT TOTAL	2,859.12	0.00		2,859.12
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
732		06/22 AP		11/08/21	0000000	BAKER & TAYLOR BOOKS	23.74			11/19/21
						YOUNG ADULT BOOKS				
732		06/22 AP		11/05/21	0000000	BAKER & TAYLOR BOOKS	61.61			11/19/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-21	MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
										continued
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR BOOKS	101.38			11/19/21
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	35.20			11/19/21
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	21.56			11/19/21
732		06/22 AP		11/02/21	0000000	BAKER & TAYLOR BOOKS	312.11			11/19/21
732		06/22 AP		10/27/21	0000000	BAKER & TAYLOR BOOKS	13.10			11/19/21
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR BOOKS	10.82			11/19/21
732		06/22 AP		10/25/21	0000000	BAKER & TAYLOR BOOKS	17.87			11/19/21
732		06/22 AP		10/22/21	0000000	BAKER & TAYLOR BOOKS	10.25			11/19/21
732		06/22 AP		10/21/21	0000000	BAKER & TAYLOR BOOKS	77.99			11/19/21
						ACCOUNT TOTAL	685.63	.00	685.63	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
732		06/22 AP		11/08/21	0000000	BAKER & TAYLOR BOOKS	123.73			11/19/21
732		06/22 AP		11/05/21	0000000	SEEDLINGS BRAILLE BOOKS	290.25			11/19/21
732		06/22 AP		11/05/21	0000000	BAKER & TAYLOR BOOKS	102.78			11/19/21
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR BOOKS	53.25			11/19/21
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	31.96			11/19/21
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	138.83			11/19/21
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	1,524.79			11/19/21
732		06/22 AP		11/02/21	0000000	BAKER & TAYLOR BOOKS	156.78			11/19/21
732		06/22 AP		11/02/21	0000000	LIBRARY IDEAS, LLC	622.53			11/19/21
732		06/22 AP		10/27/21	0000000	BAKER & TAYLOR BOOKS	63.05			11/19/21
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR BOOKS	89.46			11/19/21
732		06/22 AP		10/25/21	0000000	BAKER & TAYLOR BOOKS	116.90			11/19/21
732		06/22 AP		10/22/21	0000000	BAKER & TAYLOR BOOKS	181.12			11/19/21

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS							continued				
732					06/22	AP 10/21/21 0000000	YOUTH BOOKS BAKER & TAYLOR BOOKS	103.37			11/19/21
ACCOUNT TOTAL								3,598.80	.00	3,598.80	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS											
732					06/22	AP 11/05/21 0000000	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	18.59			11/19/21
732					06/22	AP 11/03/21 0000000	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	36.27			11/19/21
732					06/22	AP 11/03/21 0000000	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	36.87			11/19/21
732					06/22	AP 11/03/21 0000000	LARGE PRINT BOOKS CENTER POINT LARGE PRINT	29.96			11/19/21
732					06/22	AP 11/03/21 0000000	LARGE PRINT BOOKS CENGAGE LEARNING INC	51.08			11/19/21
732					06/22	AP 11/01/21 0000000	LARGE PRINT BOOKS CENTER POINT LARGE PRINT	47.94			11/19/21
732					06/22	AP 10/27/21 0000000	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	32.39			11/19/21
732					06/22	AP 10/25/21 0000000	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	31.92			11/19/21
732					06/22	AP 10/21/21 0000000	LARGE PRINT BOOKS CENGAGE LEARNING INC	21.00			11/19/21
732					06/22	AP 09/14/21 0000000	LARGE PRINT BOOKS CENTER POINT LARGE PRINT	29.21			11/19/21
ACCOUNT TOTAL								335.23	.00	335.23	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO											
732					06/22	AP 11/04/21 0000000	ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT	10.28			11/19/21
732					06/22	AP 11/03/21 0000000	ADULT CD BOOKS BAKER & TAYLOR BOOKS	21.99			11/19/21
732					06/22	AP 11/03/21 0000000	ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT	11.01			11/19/21
732					06/22	AP 11/01/21 0000000	ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT	13.95			11/19/21
732					06/22	AP 10/27/21 0000000	ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT	19.09			11/19/21
732					06/22	AP 10/21/21 0000000	ADULT PLAYAWAY AUDIO FINDAWAY WORLD LLC	175.47			11/19/21
732					06/22	AP 10/21/21 0000000	ADULT PLAYAWAY AUDIO FINDAWAY WORLD LLC	318.70			11/19/21
ACCOUNT TOTAL								570.49	.00	570.49	



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FUND 101 GENERAL FUND											
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
732		06/22 AP		11/08/21	0000000	BAKER & TAYLOR ENTERTAINMENT	115.84			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/05/21	0000000	BAKER & TAYLOR ENTERTAINMENT	86.96			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	14.49			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/04/21	0000000	BAKER & TAYLOR ENTERTAINMENT	21.74			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR ENTERTAINMENT	14.49			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR ENTERTAINMENT	207.24			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		11/01/21	0000000	BAKER & TAYLOR ENTERTAINMENT	5.07			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		10/29/21	0000000	BAKER & TAYLOR ENTERTAINMENT	7.24			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		10/27/21	0000000	BAKER & TAYLOR ENTERTAINMENT	25.35			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR ENTERTAINMENT	123.19			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		10/25/21	0000000	BAKER & TAYLOR ENTERTAINMENT	57.98			11/19/21	
		ADULT VIDEOS									
732		06/22 AP		10/22/21	0000000	BAKER & TAYLOR ENTERTAINMENT	76.08			11/19/21	
		ADULT VIDEOS									
		ACCOUNT TOTAL						755.67	.00	755.67	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
732		06/22 AP		11/05/21	0000000	INGRAM ENTERTAINMENT INC.	126.98			11/19/21	
		YOUNG ADULT VIDEO GAMES									
732		06/22 AP		11/03/21	0000000	INGRAM ENTERTAINMENT INC.	280.96			11/19/21	
		ADULT VIDEO GAMES									
732		06/22 AP		11/03/21	0000000	INGRAM ENTERTAINMENT INC.	66.99			11/19/21	
		YOUNG ADULT VIDEO GAMES									
732		06/22 AP		10/27/21	0000000	INGRAM ENTERTAINMENT INC.	240.59			11/19/21	
		ADULT VIDEO GAMES									
732		06/22 AP		10/27/21	0000000	INGRAM ENTERTAINMENT INC.	140.33			11/19/21	
		YOUNG ADULT VIDEO GAMES									
732		06/22 AP		10/27/21	0000000	INGRAM ENTERTAINMENT INC.	66.99			11/19/21	
		YOUNG ADULT VIDEO GAMES									
732		06/22 AP		10/26/21	0000000	INGRAM ENTERTAINMENT INC.		59.99		11/19/21	
		DAMAGED VIDEO GAME RETURN CREDIT MEMO									
732		06/22 AP		10/22/21	0000000	INGRAM ENTERTAINMENT INC.	66.99			11/19/21	
		YOUNG ADULT VIDEO GAMES									
732		06/22 AP		10/05/21	0000000	INGRAM ENTERTAINMENT INC.	66.99			11/19/21	
		VIDEO GAMES									
		ACCOUNT TOTAL						1,056.82	59.99	996.83	

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FUND 101 GENERAL FUND											
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS											
732		06/22 AP		11/03/21	0000000	EBSCO INFORMATION SERVICES	3,344.30			11/19/21	
		FY22 MAGAZINE ORDER									
732		06/22 AP		08/13/21	0000000	EBSCO INFORMATION SERVICES		13.32		11/19/21	
		BICYCLING PRINT NOT AVAILABLE CREDIT MEMO									
732		06/22 AP		04/13/21	0000000	EBSCO INFORMATION SERVICES		23.95		11/19/21	
		SPORTS ILLUSTRATED RATE ADJUSTMENT CREDIT MEMO									
732		06/22 AP		03/13/21	0000000	EBSCO INFORMATION SERVICES		18.00		11/19/21	
		WHERE TO RETIRE SUSPENDED PUBLICATION CREDIT MEMO									
732		06/22 AP		02/13/21	0000000	EBSCO INFORMATION SERVICES		41.97		11/19/21	
		CYCLE WORLD & POPULAR SCI DISCONTINUED CREDIT MEMO									
732		06/22 AP		12/13/20	0000000	EBSCO INFORMATION SERVICES		11.95		11/19/21	
		GAME INFORMER & SI 4 KIDS RATE ADJ. CREDIT MEMO									
		ACCOUNT TOTAL						3,344.30	109.19		3,235.11
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO											
732		06/22 AP		10/26/21	0000000	BAKER & TAYLOR BOOKS	10.99			11/19/21	
		YOUTH CD BOOKS									
		ACCOUNT TOTAL						10.99	.00		10.99
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO											
732		06/22 AP		11/05/21	0000000	MIDWEST TAPE, LLC	56.19			11/19/21	
		YOUTH VIDEOS									
732		06/22 AP		10/29/21	0000000	MIDWEST TAPE, LLC	119.20			11/19/21	
		YOUTH VIDEOS									
732		06/22 AP		10/21/21	0000000	MIDWEST TAPE, LLC	61.47			11/19/21	
		YOUTH VIDEOS									
		ACCOUNT TOTAL						236.86	.00		236.86
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO											
732		06/22 AP		11/05/21	0000000	BAKER & TAYLOR BOOKS	28.04			11/19/21	
		YOUNG ADULT CD BOOKS									
732		06/22 AP		11/03/21	0000000	BAKER & TAYLOR BOOKS	43.98			11/19/21	
		YOUNG ADULT CD BOOKS									
		ACCOUNT TOTAL						72.02	.00		72.02
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS											
732		06/22 AP		11/04/21	0000000	OVERDRIVE, INC.	238.33			11/19/21	
		ADULT E-BOOKS									
732		06/22 AP		11/04/21	0000000	OVERDRIVE, INC.	69.50			11/19/21	
		ADULT E-BOOKS									
732		06/22 AP		10/31/21	0000000	OVERDRIVE, INC.	270.15			11/19/21	

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									POST DT	
FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
732		06/22 AP		10/26/21	0000000	ADULT E-BOOKS OVERDRIVE, INC.	280.19			11/19/21
ACCOUNT TOTAL							858.17	.00	858.17	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
732		06/22 AP		10/31/21	0000000	YOUNG ADULT E-BOOKS OVERDRIVE, INC.	119.62			11/19/21
ACCOUNT TOTAL							119.62	.00	119.62	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
732		06/22 AP		10/31/21	0000000	YOUTH E-BOOKS OVERDRIVE, INC.	110.00			11/19/21
ACCOUNT TOTAL							110.00	.00	110.00	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
808		06/22 AP		11/12/21	0000000	EO JOHNSON	8,376.94			11/19/21
732		06/22 AP		10/27/21	0000000	WIFI ACCESS POINT HAWKEYE COMMUNICATION/FANDEL	2,295.45			11/19/21
732		06/22 AP		10/25/21	0000000	CABLING WORK FOR 22 NEW EO JOHNSON	4,266.67			11/19/21
ACCOUNT TOTAL							14,939.06	.00	14,939.06	
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
854		05/22 AP		11/19/21	0396418	RMB:REG.MLA PART 1 & 2 GANFIELD, DUSTIN	140.00			11/23/21
820		05/22 AP		11/12/21	0396402	REG:MLA 1,2,3-KELLY DUNN IOWA LEAGUE-CITIES	220.00			11/15/21
ACCOUNT TOTAL							360.00	.00	360.00	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
820		05/22 AP		11/11/21	0396396	PROPERTY TAX PAYMENT CEDAR FALLS MUNICIPAL BAND	1,193.75			11/15/21
ACCOUNT TOTAL							1,193.75	.00	1,193.75	
101-2253-423.85-01 UTILITIES / UTILITIES										

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FUND 101 GENERAL FUND										
101-2253-423.85-01 UTILITIES / UTILITIES						continued				
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	5,781.78			11/19/21
						UTILITIES THRU 11/01/21				
						ACCOUNT TOTAL	5,781.78	.00	5,781.78	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	1,019.28			11/19/21
						UTILITIES THRU 11/01/21				
						ACCOUNT TOTAL	1,019.28	.00	1,019.28	
101-2280-423.85-01 UTILITIES / UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	991.88			11/19/21
						UTILITIES THRU 11/01/21				
						ACCOUNT TOTAL	991.88	.00	991.88	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
868		05/22 AP		11/16/21	0396421	ANDERSEN, ZACH	16.04			11/29/21
						RMB:FIRE ESSENTIALS APP. PSO'S				
						ACCOUNT TOTAL	16.04	.00	16.04	
101-4511-414.85-01 UTILITIES / UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	5,492.65			11/19/21
						UTILITIES THRU 11/01/21				
						ACCOUNT TOTAL	5,492.65	.00	5,492.65	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
845		05/22 AP		11/10/21	0396414	SCHWAN, KENDALL	13.16			11/19/21
						RMB:HONOR GUARD CLEANING UNIFORM CLEANED				
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	175.66			11/19/21
						UTILITIES THRU 11/01/21				
						ACCOUNT TOTAL	188.82	.00	188.82	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
868		05/22 AP		11/17/21	0396425	REIMERS, LIESEL	350.34			11/29/21
						RMB:TRAVEL-INT.& INTERR. MARION				
868		05/22 AP		11/17/21	0396422	BARRON, CARSON	75.65			11/29/21
						RMB:TRAVEL-INT.& INTERR. MARION				
845		05/22 AP		11/12/21	0396409	CARMAN, GAVIN	827.32			11/19/21

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FUND 101 GENERAL FUND									
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
					RMB:TRAVEL-COMMAND LDRSHP O'FALLON, MO				
					ACCOUNT TOTAL	1,253.31	.00	1,253.31	
101-5521-415.83-06					TRANSPORTATION&EDUCATION / EDUCATION				
854		05/22 AP		11/03/21	0396416 BELZ, MATTHEW	75.00			11/23/21
					RMB:REG.'21 IA IAI CONF. WATERLOO				
					ACCOUNT TOTAL	75.00	.00	75.00	
101-5521-415.85-01					UTILITIES / UTILITIES				
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	3,990.06			11/19/21
					UTILITIES THRU 11/01/21				
					ACCOUNT TOTAL	3,990.06	.00	3,990.06	
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS				
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	108.09			11/19/21
					UTILITIES THRU 11/01/21				
					ACCOUNT TOTAL	108.09	.00	108.09	
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
868		05/22 AP		11/08/21	0396423 KLANG, LUKE	10.98			11/29/21
					RMB:UNIFORM ALLOWANCE COVER-ALL EMBROIDERY				
829		05/22 AP		10/29/21	0396408 YOUNG, NOLAN	14.98			11/17/21
					RMB:UNIFORM ALLOWANCE COVER-ALL EMBROIDERY				
868		05/22 AP		10/24/21	0396427 YOUNG, NOLAN	176.55			11/29/21
					RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
					ACCOUNT TOTAL	202.51	.00	202.51	
101-6613-433.85-01					UTILITIES / UTILITIES				
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	236.95			11/19/21
					UTILITIES THRU 11/01/21				
					ACCOUNT TOTAL	236.95	.00	236.95	
101-6616-446.85-01					UTILITIES / UTILITIES				
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	8,227.25			11/19/21
					UTILITIES THRU 11/01/21				
					ACCOUNT TOTAL	8,227.25	.00	8,227.25	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-6623-423.85-01					UTILITIES / UTILITIES			
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	895.91		11/19/21
					UTILITIES THRU 11/01/21			
					ACCOUNT TOTAL	895.91	.00	895.91
101-6625-432.81-44					PROFESSIONAL SERVICES / USGS RIVER GAUGE			
820		05/22 AP		11/01/21	0396397 CENTURYLINK	61.12		11/15/21
					CEDAR RIVER GAUGE-OCT'21			
					ACCOUNT TOTAL	61.12	.00	61.12
101-6625-432.83-06					TRANSPORTATION&EDUCATION / EDUCATION			
829		05/22 AP		11/15/21	0396406 IOWA DEPT-TRANSPORTATION	120.00		11/17/21
					EROSION RECERT.-ERICKSON MASON CITY			
845		05/22 AP		11/15/21	0396412 IOWA DEPT-TRANSPORTATION	120.00		11/19/21
					AGG.TECH.RECERT-ERICKSON MASON CITY			
854		05/22 AP		11/05/21	0396419 IOWA DEPT-TRANSPORTATION	120.00		11/23/21
					PCC LEV.1 RECERT.-FOULK CEDAR RAPIDS			
					ACCOUNT TOTAL	360.00	.00	360.00
101-6633-423.85-01					UTILITIES / UTILITIES			
845		05/22 AP		11/01/21	0396410 CEDAR FALLS UTILITIES	1,780.36		11/19/21
					UTILITIES THRU 11/01/21			
					ACCOUNT TOTAL	1,780.36	.00	1,780.36
					FUND TOTAL	81,426.01	169.18	81,256.83
FUND 203 TAX INCREMENT FINANCING								
203-0000-487.50-05					TRANSFERS OUT / TRANSFERS - TIF			
820		05/22 AP		11/11/21	0396398 DEBT SERVICE	500,514.70		11/15/21
					PROPERTY TAX PAYMENT			
820		05/22 AP		11/11/21	0396395 CAPITAL PROJECTS FUND	88,043.72		11/15/21
					PROPERTY TAX PAYMENT			
820		05/22 AP		11/11/21	0396395 CAPITAL PROJECTS FUND	864.92		11/15/21
					PROPERTY TAX PAYMENT			
820		05/22 AP		11/11/21	0396395 CAPITAL PROJECTS FUND	21,016.02		11/15/21
					PROPERTY TAX PAYMENT			
820		05/22 AP		11/11/21	0396395 CAPITAL PROJECTS FUND	161,115.45		11/15/21
					PROPERTY TAX PAYMENT			
					ACCOUNT TOTAL	771,554.81	.00	771,554.81

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FUND 203 TAX INCREMENT FINANCING								
FUND TOTAL						771,554.81	.00	771,554.81
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.85-01 UTILITIES / UTILITIES								
845		05/22 AP		11/01/21 0396410	CEDAR FALLS UTILITIES	3,592.60		11/19/21
UTILITIES THRU 11/01/21								
ACCOUNT TOTAL						3,592.60	.00	3,592.60
206-6647-436.85-01 UTILITIES / UTILITIES								
845		05/22 AP		11/01/21 0396410	CEDAR FALLS UTILITIES	2,241.83		11/19/21
UTILITIES THRU 11/01/21								
ACCOUNT TOTAL						2,241.83	.00	2,241.83
FUND TOTAL						5,834.43	.00	5,834.43
FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	610.00		11/23/21
HAP CLARK T 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	428.00		11/23/21
HAP BRANDT D 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	327.00		11/23/21
HAP GREENE D 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	428.00		11/23/21
HAP MOORE D 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	155.00		11/23/21
HAP DIXON S 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	678.00		11/23/21
HAP HARPER S 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	216.00		11/23/21
HAP BRADLEY J 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	276.00		11/23/21
HAP PORTER J 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	237.00		11/23/21
HAP HAVLIK C 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	680.00		11/23/21
HAP HENDERSON D 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	258.00		11/23/21
HAP ASWEGAN J 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	422.00		11/23/21
HAP TEMPLE S 102021 RE-ISSUE CK#37955								
854		05/22 AP		10/01/21 0038038	VILLAGE I AT NINE23 APARTMENT	428.00		11/23/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	500.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	237.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	469.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	435.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	287.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	116.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	599.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	425.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	503.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	579.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	401.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	368.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	705.00			11/23/21
						RE-ISSUE CK#37955				
854		05/22 AP		10/01/21	0038038	VILLAGE I AT NINE23 APARTMENT	454.00			11/23/21
						RE-ISSUE CK#37955				
ACCOUNT TOTAL							11,221.00	.00		11,221.00
FUND TOTAL							11,221.00	.00		11,221.00
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.88-07 OUTSIDE AGENCIES / PATHWAYS BEHAVIORAL SERV.										
854		05/22 AP		10/22/21	0004690	PATHWAYS BEHAVIORAL SERVICES	2,537.59			11/23/21
CDBG 1ST QTR. FY22										
ACCOUNT TOTAL							2,537.59	.00		2,537.59
223-2224-432.88-15 OUTSIDE AGENCIES / WLOO/CF SALVATION ARMY										
854		05/22 AP		11/15/21	0004691	SALVATION ARMY, THE	3,964.13			11/23/21
CDBG 1ST QTR. FY22										
ACCOUNT TOTAL							3,964.13	.00		3,964.13



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FUND 223 COMMUNITY BLOCK GRANT											
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
801		05/22	AP	11/10/21	0004686		BLACK HAWK CO.RECORDER HALI MARIE SIMMONS	7.00			11/11/21
							RCD:SATISFACT.& DISCHARGE				
							ACCOUNT TOTAL	7.00	0.00	7.00	
							FUND TOTAL	6,508.72	0.00	6,508.72	
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
FUND 254 CABLE TV FUND											
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING											
820		05/22	AP	11/14/21	0396399		DEWITT, JASON CAMERA OPERATOR	170.00			11/15/21
							PROJECT#: 756				
820		05/22	AP	11/14/21	0396401		HUNT, PHILLIP CAMERA OPERATOR	170.00			11/15/21
							PROJECT#: 756				
820		05/22	AP	11/14/21	0396403		STOW, CHRISTIAN CAMERA OPERATOR	170.00			11/15/21
							PROJECT#: 756				
820		05/22	AP	11/14/21	0396404		SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00			11/15/21
							PROJECT#: 756				
801		05/22	AP	11/09/21	0396391		DEWITT, JASON CAMERA OPERATOR	170.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	11/09/21	0396392		HUNT, PHILLIP CAMERA OPERATOR	170.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	11/09/21	0396394		SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	11/09/21	0396393		STOW, CHRISTIAN CAMERA OPERATOR	170.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	10/30/21	0396393		STOW, CHRISTIAN CAMERA OPERATOR	200.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	10/30/21	0396392		HUNT, PHILLIP CAMERA OPERATOR	200.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	10/30/21	0396394		SURMA, JOSEPH EDWARD CAMERA OPERATOR	200.00			11/11/21
							PROJECT#: 756				
801		05/22	AP	10/30/21	0396391		DEWITT, JASON CAMERA OPERATOR	200.00			11/11/21
							PROJECT#: 756				

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FUND 254 CABLE TV FUND									
254-1088-836		431.89-18		05/22 AP 06/26/21	0395929	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING WESTERMAN, ROBERT STURGIS FALLS PARADE		150.00	11/18/21
						VOID CHECK-LOST			
						ACCOUNT TOTAL	2,160.00	150.00	2,010.00
						FUND TOTAL	2,160.00	150.00	2,010.00
FUND 258 PARKING FUND									
258-5531-845		435.86-01		05/22 AP 11/01/21	0396410	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE CEDAR FALLS UTILITIES UTILITIES THRU 11/01/21	15.75		11/19/21
						ACCOUNT TOTAL	15.75	.00	15.75
						FUND TOTAL	15.75	.00	15.75
FUND 261 TOURISM & VISITORS									
261-2291-845		423.85-01		05/22 AP 11/01/21	0396410	UTILITIES / UTILITIES CEDAR FALLS UTILITIES UTILITIES THRU 11/01/21	766.15		11/19/21
						ACCOUNT TOTAL	766.15	.00	766.15
						FUND TOTAL	766.15	.00	766.15
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-809		423.85-01		06/22 AP 11/05/21	0000000	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	1,037.87		11/19/21
						COMMUNITY CNTR UTILITIES			
262-1092-845		423.86-01		05/22 AP 11/01/21	0396410	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE CEDAR FALLS UTILITIES	107.45		11/19/21
						UTILITIES THRU 11/01/21			
						ACCOUNT TOTAL	1,145.32	.00	1,145.32
262-1092-809		423.86-01		06/22 AP 11/12/21	0000000	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE ARAMARK	5.20		11/19/21
733				06/22 AP 11/05/21	0000000	COMM. CENTER MAT SERVICE ARAMARK	5.20		11/19/21
733				06/22 AP 11/04/21	0000000	COMM. CENTER MAT SERVICE WILSON RESTAURANT SUPPLY, INC	332.47		11/19/21
733				06/22 AP 10/29/21	0000000	ICE MACHINE CLEANING ARAMARK	5.20		11/19/21

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued			
COMM. CENTER MAT SERVICE										
ACCOUNT TOTAL							348.07	.00	348.07	
262-1092-423.87-01 RENTALS / RENTALS										
845		05/22 AP		11/16/21	0396413	PATRICK WAGNER	410.00			11/19/21
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							410.00	.00	410.00	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
733		06/22 AP		11/04/21	0000000	HEARST CENTER FOR THE ARTS	40.00			11/19/21
PUMPKING PAINTING WORKSHOP										
10/20/21										
733		06/22 AP		11/02/21	0000000	MASMAR, MANDY SUE	60.00			11/19/21
SENIOR LINE DANCING FOR										
NOVEMBER '21										
ACCOUNT TOTAL							100.00	.00	100.00	
FUND TOTAL							2,003.39	.00	2,003.39	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										

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FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
FUND 439	2008	BOND FUND								
FUND 443	CAPITAL PROJECTS									
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION									
845	05/22 AP	11/01/21		0396410		CEDAR FALLS UTILITIES UTILITIES THRU 11/01/21	248.01			11/19/21
ACCOUNT TOTAL							248.01	.00	248.01	
FUND TOTAL							248.01	.00	248.01	
FUND 472	PARKADE RENOVATION									
FUND 473	SIDEWALK ASSESSMENT									
FUND 483	ECONOMIC DEVELOPMENT									
FUND 484	ECONOMIC DEVELOPMENT LAND									
FUND 541	2018 STORM WATER BONDS									
FUND 544	2008 SEWER BONDS									
FUND 545	2006 SEWER BONDS									
FUND 546	SEWER IMPROVEMENT FUND									
FUND 547	SEWER RESERVE FUND									
FUND 548	1997 SEWER BOND FUND									
FUND 549	1992 SEWER BOND FUND									
FUND 550	2000 SEWER BOND FUND									
FUND 551	REFUSE FUND									
551-6685-436.85-01	UTILITIES / UTILITIES									
845	05/22 AP	11/01/21		0396410		CEDAR FALLS UTILITIES UTILITIES THRU 11/01/21	3,945.38			11/19/21
ACCOUNT TOTAL							3,945.38	.00	3,945.38	
551-6685-436.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING									
845	05/22 AP	11/01/21		0396410		CEDAR FALLS UTILITIES UTILITIES THRU 11/01/21	6,093.33			11/19/21
ACCOUNT TOTAL							6,093.33	.00	6,093.33	
551-6685-436.87-02	RENTALS / MATERIAL DISPOSAL/HANDLIN									
854	05/22 AP	11/15/21		0396417		BLACK HAWK CO.LANDFILL LANDFILL SRV:11/1-11/15 11/1-11/15/21	22,108.20			11/23/21
801	05/22 AP	10/31/21		0396390		BLACK HAWK CO.LANDFILL LANDFILL SRV:10/16-10/30 10/16/-10/30/21	21,262.13			11/11/21
ACCOUNT TOTAL							43,370.33	.00	43,370.33	

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
FUND TOTAL							53,409.04	.00	53,409.04	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01 UTILITIES / UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	12,171.69			11/19/21
UTILITIES THRU 11/01/21										
ACCOUNT TOTAL							12,171.69	.00	12,171.69	
552-6665-436.85-01 UTILITIES / UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	17,125.99			11/19/21
UTILITIES THRU 11/01/21										
ACCOUNT TOTAL							17,125.99	.00	17,125.99	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
854		05/22 AP		11/15/21	0396417	BLACK HAWK CO.LANDFILL	139.43			11/23/21
LANDFILL SRV:11/1-11/15										
11/1-11/15/21										
801		05/22 AP		10/31/21	0396390	BLACK HAWK CO.LANDFILL	137.74			11/11/21
LANDFILL SRV:10/16-10/30										
10/16/-10/30/21										
ACCOUNT TOTAL							277.17	.00	277.17	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	6,093.33			11/19/21
UTILITIES THRU 11/01/21										
ACCOUNT TOTAL							6,093.33	.00	6,093.33	
FUND TOTAL							35,668.18	.00	35,668.18	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01 UTILITIES / UTILITIES										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	60.90			11/19/21
UTILITIES THRU 11/01/21										
ACCOUNT TOTAL							60.90	.00	60.90	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
845		05/22 AP		11/01/21	0396410	CEDAR FALLS UTILITIES	6,093.33			11/19/21
UTILITIES THRU 11/01/21										
ACCOUNT TOTAL							6,093.33	.00	6,093.33	

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	POST DT	BALANCE
FUND 555 STORM WATER UTILITY								
FUND TOTAL						6,154.23	.00	6,154.23
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES								
845		05/22 AP		11/10/21	0396411	CEDAR FALLS UTILITIES		11/19/21
						LIBRARY DOMAIN NAME		STATIC IP ADDRESS
ACCOUNT TOTAL						15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
854		05/22 AP		11/06/21	0396420	U.S. CELLULAR		11/23/21
						CELL PHONE:11/6-12/5/21		
ACCOUNT TOTAL						31.23	.00	31.23
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS								
845		05/22 AP		11/10/21	0396411	CEDAR FALLS UTILITIES		11/19/21
						FIBER POINT:10/11-11/10		10/11-11/10/21
ACCOUNT TOTAL						3,320.00	.00	3,320.00
FUND TOTAL						3,366.23	.00	3,366.23
FUND 680 HEALTH INSURANCE FUND								
FUND 681 HEALTH SEVERANCE								
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS								
854		05/22 AP		11/23/21	0396415	ANDERSON, ALETA L.		11/23/21
						RMB:OCT.2021 HEALTH SEV.		MEDICARE-ALETA
854		05/22 AP		11/23/21	0396415	ANDERSON, ALETA L.		11/23/21
						RMB:OCT.2021 HEALTH SEV.		MEDICARE-RICHARD
ACCOUNT TOTAL						297.00	.00	297.00
FUND TOTAL						297.00	.00	297.00
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								

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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
829		05/22 AP		11/17/21	0396407	TEAMSTERS LOCAL #238 UNION DUES-NOVEMBER 2021	4,423.32		11/17/21
ACCOUNT TOTAL							4,423.32	.00	4,423.32
FUND TOTAL							4,423.32	.00	4,423.32
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
868		05/22 AP		12/01/21	0396424	MADISON NATIONAL LIFE INS.CO. LTD - DECEMBER 2021	4,006.12		11/29/21
ACCOUNT TOTAL							4,006.12	.00	4,006.12
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
868		05/22 AP		12/01/21	0396426	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-DEC'21	3,572.80		11/29/21
ACCOUNT TOTAL							3,572.80	.00	3,572.80
FUND TOTAL							7,578.92	.00	7,578.92
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
820		05/22 AP		11/11/21	0396400	GENERAL FUND PROPERTY TAX PAYMENT	84,681.46		11/15/21
ACCOUNT TOTAL							84,681.46	.00	84,681.46
FUND TOTAL							84,681.46	.00	84,681.46
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
GRAND TOTAL							1,077,316.65	319.18	1,076,997.47



# Council Invoices for Council Meeting 12/06/21

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GROUP	PO	ACCTG	-----TRANSACTION-----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER				POST DT
FUND 101 GENERAL FUND							
101-1008-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES				
803		06/22 AP	11/16/21 0000000	OFFICE EXPRESS OFFICE PRODUCT DESK STAPLER	20.34		11/30/21
ACCOUNT TOTAL					20.34	.00	20.34
101-1008-441.86-01			REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
837		06/22 AP	11/03/21 0000000	SHRED-IT USA ON-SITE DOC. DESTRUCTION TICKET #80419397	56.85		11/30/21
837		06/22 AP	11/03/21 0000000	SHRED-IT USA ON-SITE DOC. DESTRUCTION TICKET #81592140	56.86		11/30/21
ACCOUNT TOTAL					113.71	.00	113.71
101-1038-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES				
803		06/22 AP	11/11/21 0000000	OFFICE EXPRESS OFFICE PRODUCT PLANNER	13.29		11/30/21
ACCOUNT TOTAL					13.29	.00	13.29
101-1038-441.81-53			PROFESSIONAL SERVICES / JOB NOTICES				
867		06/22 AP	11/26/21 0000000	CEDAR VALLEY SAVER, INC. JOB AD:ADMIN.SUPERVISOR 11/24/21 DISPLAY/WEB ADS	75.00		11/30/21
803		06/22 AP	10/31/21 0000000	REGISTER MEDIA JOB AD:PUBLIC SAFETY OFFI 9/26-10/14/21 PACKAGE ADV	208.35		11/30/21
ACCOUNT TOTAL					283.35	.00	283.35
101-1038-441.81-56			PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
803		06/22 AP	11/05/21 0000000	CITY LAUNDERING CO. RESTOCK FIRST AID CABINET	42.98		11/30/21
ACCOUNT TOTAL					42.98	.00	42.98
101-1038-441.81-99			PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
867		06/22 AP	11/15/21 0000000	DENTONS DAVIS BROWN PC LGL.RE:IMMIGRATION 10/04-10/22/21	577.50		11/30/21
803		06/22 AP	11/11/21 0000000	COTTINGHAM & BUTLER INSURANCE CIVIL SERVICE REVIEW: ADMINISTRATIVE SUPERVISOR	275.00		11/30/21
ACCOUNT TOTAL					852.50	.00	852.50
101-1048-441.81-29			PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
803		06/22 AP	12/01/21 0000000	AHLERS AND COONEY, P.C.	3,900.00		11/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
						LEGAL SERVICES-DEC'21				
803		06/22 AP		12/01/21	0000000	SWISHER & COHRT, P.L.C.	2,600.00			11/30/21
						LEGAL SERVICES-DEC'21				
867		06/22 AP		11/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	2,992.50			11/30/21
						LGL:GREENHILL VILL.9TH AD				
						10/4-10/30/21				
PROJECT#:						023006				
867		06/22 AP		11/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	152.00			11/30/21
						LGL:MISC.MATTERS				
						10/10/21				
						ACCOUNT TOTAL	9,644.50	.00		9,644.50
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
803		06/22 AP		12/01/21	0000000	SWISHER & COHRT, P.L.C.	1,000.00			11/30/21
						LEGAL SERVICES-DEC'21				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
101-1158-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
867		06/22 AP		11/18/21	0000000	COMMUNITY FOUNDATION-METRO FU	100.00			11/30/21
						ANNUAL DUES FOR 2022				
						ACCOUNT TOTAL	100.00	.00		100.00
101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE										
834		06/22 AP		11/05/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	1,499.20			11/30/21
						TURNOUT GEAR-HELMETS				
						4 SETS FOR GRANT				
						ACCOUNT TOTAL	1,499.20	.00		1,499.20
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT										
866		06/22 AP		11/03/21	0000000	MIDWEST DEFENSE SOLUTIONS, LL	6,530.00			11/30/21
						18 BALLISTIC VESTS				
						50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	6,530.00	.00		6,530.00
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
859		06/22 AP		11/09/21	0000000	CORKERY, CHRIS	2,500.00			11/30/21
						GRAPHIC DESIGN WORK FOR				
						MARKETING GRANT				
859		06/22 AP		10/31/21	0000000	PROPEL NONPROFITS	2,250.00			11/30/21
						50% OF CONTRACT FOR				
						CAPACITY STUDY. ACB FUNDS				
						ACCOUNT TOTAL	4,750.00	.00		4,750.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND										
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
867		06/22 AP		11/10/21	0000000	COURIER LEGAL COMMUNICATIONS	477.64		11/30/21	
		11/01/21				CC MTG.MIN/BILLS				
803		06/22 AP		11/08/21	0000000	COURIER LEGAL COMMUNICATIONS	247.67		11/30/21	
		ORD.2995REZONE DT TO CDDT								
867		06/22 AP		11/08/21	0000000	COURIER LEGAL COMMUNICATIONS	681.08		11/30/21	
		ORD.#2994 CD-DT DISTRICT								
867		06/22 AP		11/08/21	0000000	COURIER LEGAL COMMUNICATIONS	336.12		11/30/21	
		ORD.#2994 CD-DT DISTRICT								
803		06/22 AP		11/05/21	0000000	COURIER LEGAL COMMUNICATIONS	26.78		11/30/21	
		PH NTC-GREENHILL-S MAIN				INTERSECTION-PLANS, ETC				
803		06/22 AP		11/05/21	0000000	COURIER LEGAL COMMUNICATIONS	23.62		11/30/21	
		PH NTC-PPTE-THE VAULT-				6100 PRODUCTION DR				
803		06/22 AP		11/05/21	0000000	COURIER LEGAL COMMUNICATIONS	51.45		11/30/21	
		ORD.2996-REZONE CREEKSID				CONDOS				
803		06/22 AP		11/05/21	0000000	COURIER LEGAL COMMUNICATIONS	89.78		11/30/21	
		ORD.2999-REZONE DIR.APPLI				DIRECT APPLIANCE				
803		06/22 AP		11/04/21	0000000	COURIER LEGAL COMMUNICATIONS	184.47		11/30/21	
		FY21 ANNUAL FINANCE REPOR								
803		06/22 AP		10/27/21	0000000	COURIER LEGAL COMMUNICATIONS	468.80		11/30/21	
		10/18/21 CC MTG.MIN/BILLS								
		ACCOUNT TOTAL						2,587.41	.00	2,587.41
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
803		06/22 AP		11/04/21	0000000	EIDE BAILLY, LLP	16,000.00		11/30/21	
		COMPLETION AUDIT-FY2021				YEAR ENDED 6/30/2021				
		ACCOUNT TOTAL						16,000.00	.00	16,000.00
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
788		06/22 AP		11/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	20.57		11/30/21	
		STAPLE REMOVER, GEL PENS								
		ACCOUNT TOTAL						20.57	.00	20.57
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
776		06/22 AP		10/28/21	0000000	INTERNATIONAL CODE COUNCIL,IN	360.00		11/30/21	
		CODE BOOKS								
		ACCOUNT TOTAL						360.00	.00	360.00
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
776		06/22 AP		11/11/21	0000000	PARKADE PRINTER, INC.	412.48		11/30/21	
		4 PLY INSPECTION CARDS								
776		06/22 AP		11/10/21	0000000	PARKADE PRINTER, INC.	102.90		11/30/21	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
ELECTRICAL INSP. STICKERS										
ACCOUNT TOTAL							515.38	.00	515.38	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
840		06/22 AP		10/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.71			11/30/21
STEAM ROOM KEY HOLDERS										
ACCOUNT TOTAL							11.71	.00	11.71	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
840		06/22 AP		11/01/21	0000000	ICAN, INC.	400.00			11/30/21
ADVERTISEMENTS REC CENTER										
ACCOUNT TOTAL							400.00	.00	400.00	
101-2253-423.85-01 UTILITIES / UTILITIES										
840		06/22 AP		11/01/21	0000000	IOWA WATER MANAGEMENT CORP. (	58.00			11/30/21
MONTHLY WATER SERVICE REC										
ACCOUNT TOTAL							58.00	.00	58.00	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
840		06/22 AP		11/02/21	0000000	GREENS KEEPER LAWN SERVICE LL	1,815.00			11/30/21
FALL LAWN CARE FALLS AQ										
840		06/22 AP		10/27/21	0000000	ARCTIC REFRIGERATION LC	100.50			11/30/21
WINTERIZE ICE MACHINE FAC										
ACCOUNT TOTAL							1,915.50	.00	1,915.50	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
859		06/22 AP		11/18/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.08			11/30/21
LEGAL SIZE PAPER										
859		06/22 AP		11/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.96			11/30/21
PENS										
859		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.50			11/30/21
INK, FOLDERS										
ACCOUNT TOTAL							42.54	.00	42.54	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
859		06/22 AP		11/19/21	0000000	ARAMARK	6.56			11/30/21
RUG SERVICE										

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FUND 101 GENERAL FUND									
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
859		06/22 AP		11/18/21	0000000 BEL CANTO CEDAR VALLEY	400.00			11/30/21
					CONCERT PERFORMANCE				
859		06/22 AP		11/12/21	0000000 ARAMARK	6.56			11/30/21
					RUG SERVICE				
859		06/22 AP		11/05/21	0000000 ARAMARK	6.56			11/30/21
					RUG SERVICE				
859		06/22 AP		11/05/21	0000000 CITY LAUNDERING CO.	54.37			11/30/21
					FIRST AID KIT REFILLS				
					ACCOUNT TOTAL	474.05	0.00	474.05	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
859		06/22 AP		11/16/21	0000000 SIGNS BY TOMORROW	347.50			11/30/21
					NEW VAN WRAP				
					ACCOUNT TOTAL	347.50	0.00	347.50	
101-2280-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
859		06/22 AP		10/25/21	0000000 AMERICAN ALLIANCE OF MUSEUMS	275.00			11/30/21
					MEMBERSHIP RENEWAL TIER 2				
					ACCOUNT TOTAL	275.00	0.00	275.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
859		06/22 AP		11/03/21	0000000 PARKADE PRINTER, INC.	133.60			11/30/21
					ANNUAL CAMPAIGN SORT/MAIL				
859		06/22 AP		11/03/21	0000000 PARKADE PRINTER, INC.	725.25			11/30/21
					ANNUAL CAMPAIGN ENVELOPES				
859		06/22 AP		10/20/21	0000000 PARKADE PRINTER, INC.	538.00			11/30/21
					ANNUAL CAMPAIGN LETTERS				
					ACCOUNT TOTAL	1,396.85	0.00	1,396.85	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
834		06/22 AP		11/03/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.36			11/30/21
					BINDERS-TRAINING MANUALS				
					ACCOUNT TOTAL	9.36	0.00	9.36	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
866		06/22 AP		11/19/21	0000000 ARAMARK	13.65			11/30/21
					TOWELS;MATS-PSS BUILDING				
866		06/22 AP		11/19/21	0000000 ARAMARK	7.25			11/30/21
					TOWELS-STATION #1				

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FUND 101 GENERAL FUND										
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued				
834		06/22 AP		11/12/21	0000000	ARAMARK	13.65			11/30/21
TOWELS;MATS-PSS BUILDING										
834		06/22 AP		11/05/21	0000000	ARAMARK	7.25			11/30/21
TOWELS-STATION #1										
834		06/22 AP		11/05/21	0000000	ARAMARK	13.65			11/30/21
TOWELS;MATS-PSS BUILDING										
834		06/22 AP		10/29/21	0000000	ARAMARK	13.65			11/30/21
TOWELS;MATS-PSS BUILDING										
834		06/22 AP		10/22/21	0000000	ARAMARK	7.25			11/30/21
TOWELS-STATION #1										
834		06/22 AP		10/22/21	0000000	ARAMARK	13.65			11/30/21
TOWELS;MATS-PSS BUILDING										
834		06/22 AP		10/01/21	0000000	ARAMARK	7.25			11/30/21
TOWELS-STATION #1										
ACCOUNT TOTAL							97.25	.00	97.25	
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
834		06/22 AP		11/18/21	0000000	IOWA FIREFIGHTERS ASSOCIATION	204.00			11/30/21
2022 DUES-12 MEMBERS						12 @ \$17/EACH				
ACCOUNT TOTAL							204.00	.00	204.00	
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING										
866		06/22 AP		11/03/21	0000000	PARKADE PRINTER, INC.	240.05			11/30/21
CFFR-OT/PT HOURS FORMS										
ACCOUNT TOTAL							240.05	.00	240.05	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
834		06/22 AP		11/05/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	749.61			11/30/21
TURNOUT GEAR-HELMETS										
ACCOUNT TOTAL							749.61	.00	749.61	
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
866		06/22 AP		11/10/21	0000000	BENTON'S READY MIX CONCRETE,	650.00			11/30/21
CONCRETE FOR BREAK AREA						PSS BUILDING				
ACCOUNT TOTAL							650.00	.00	650.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
837		06/22 AP		11/08/21	0000000	SIGNS BY TOMORROW	45.50			11/30/21
DECALS FOR WEIGHT ROOM										

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES	continued	
837		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	43.47	11/30/21
						RESTOCK FD FIRST AID KIT		
834		06/22 AP		10/15/21	0000000	OUTDOOR & MORE	20.79	11/30/21
						PROPANE		
						ACCOUNT TOTAL	109.76	109.76
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION		
834		06/22 AP		11/15/21	0000000	FIRE SERVICE TRNG. BUREAU	300.00	11/30/21
						3 CERT.FEE-HAZMAT & FF1		
						ANDERSEN/KRAMER/SNYDER		
						ACCOUNT TOTAL	300.00	300.00
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE		
834		06/22 AP		11/02/21	0000000	POWER HAWK TECHNOLOGIES, INC.	136.24	11/30/21
						AUTO CRIB UNIT REPAIRS		
834		06/22 AP		10/13/21	0000000	POWER HAWK TECHNOLOGIES, INC.	136.24	11/30/21
						AUTO CRIB UNIT REPAIRS		
						ACCOUNT TOTAL	272.48	272.48
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE		
866		06/22 AP		11/24/21	0000000	SHIRT SHACK INC., THE	577.66	11/30/21
						T-SHIRTS;INVENTORY		
834		06/22 AP		11/08/21	0000000	GALLS, LLC	175.59	11/30/21
						BOOTS-TIM SMITH		
						ACCOUNT TOTAL	753.25	753.25
101-4511-414.93-01						EQUIPMENT / EQUIPMENT		
834		06/22 AP		11/15/21	0000000	SANDRY FIRE SUPPLY, L.L.C.	485.15	11/30/21
						4 GAS METERS		
						ACCOUNT TOTAL	485.15	485.15
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
837		06/22 AP		11/18/21	0000000	OFFICE EXPRESS OFFICE PRODUCT		11/30/21
						CREDIT-PORTFOLIO RETURNED	9.16	
837		06/22 AP		11/08/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	327.39	11/30/21
						LEGAL PADS;PENS;NOTEBOOKS		
837		06/22 AP		10/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	164.25	11/30/21
						PAPER;LEGAL PADS;ENVELOPE		
837		06/22 AP		09/23/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.16	11/30/21
						PORTFOLIO		

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FUND 101 GENERAL FUND

101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES

continued

ACCOUNT TOTAL							500.80	9.16	491.64		
101-5521-415.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES										
866		06/22 AP		11/23/21	0000000	IOWA SPORTS SUPPLY, INC.	42.50			11/30/21	
		PLAQUE-MIKE HAYES									
866		06/22 AP		11/19/21	0000000	ARAMARK	13.65			11/30/21	
		TOWELS;MATS-PSS BUILDING									
834		06/22 AP		11/12/21	0000000	ARAMARK	13.65			11/30/21	
		TOWELS;MATS-PSS BUILDING									
837		06/22 AP		11/12/21	0000000	DICKEY'S PRINTING	25.25			11/30/21	
		NAME TAGS-C. JENSEN									
837		06/22 AP		11/12/21	0000000	DICKEY'S PRINTING	25.25			11/30/21	
		NAME TAGS-D. EPLEY									
837		06/22 AP		11/12/21	0000000	DICKEY'S PRINTING	25.25			11/30/21	
		NAME TAGS-O. MARTINEZ									
837		06/22 AP		11/12/21	0000000	DICKEY'S PRINTING	25.25			11/30/21	
		NAME TAGS-A. BURG									
837		06/22 AP		11/11/21	0000000	POLK'S LOCK SERVICE, INC.	5.00			11/30/21	
		KEYS FOR PD #18									
837		06/22 AP		11/11/21	0000000	MARTIN BROS.DISTRIBUTING	120.54			11/30/21	
		PLATES-PD									
866		06/22 AP		11/10/21	0000000	RASMUSSEN CO., THE	75.00			11/30/21	
		MOVE PONTIAC G6 TO P.W. #21-089307;JQSS08									
837		06/22 AP		11/08/21	0000000	SIGNS BY TOMORROW	45.50			11/30/21	
		DECALS FOR WEIGHT ROOM									
866		06/22 AP		11/06/21	0000000	RASMUSSEN CO., THE	75.00			11/30/21	
		MOVE F150 TO IMPOUND #21-090314;STOLEN VEHICLE									
834		06/22 AP		11/05/21	0000000	ARAMARK	13.65			11/30/21	
		TOWELS;MATS-PSS BUILDING									
837		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	32.22			11/30/21	
		RESTOCK PD FIRST AID KIT									
866		06/22 AP		11/05/21	0000000	VARSITY CLEAN-CF	9.50			11/30/21	
		CLEAN JAIL BLANKET									
837		06/22 AP		11/03/21	0000000	SHRED-IT USA	55.90			11/30/21	
		ON-SITE DOC. DESTRUCTION TICKET #81208503									
837		06/22 AP		11/03/21	0000000	SHRED-IT USA	55.91			11/30/21	
		ON-SITE DOC. DESTRUCTION TICKET #81850650									
837		06/22 AP		11/02/21	0000000	O'DONNELL ACE HARDWARE	41.98			11/30/21	
		BATTERIES									
834		06/22 AP		10/29/21	0000000	ARAMARK	13.65			11/30/21	
		TOWELS;MATS-PSS BUILDING									
866		06/22 AP		10/25/21	0000000	RASMUSSEN CO., THE	75.00			11/30/21	
		MOVE FUSION TO IMPOUND #21-086807;1110 W. 12TH									
834		06/22 AP		10/22/21	0000000	ARAMARK	13.65			11/30/21	
		TOWELS;MATS-PSS BUILDING									
ACCOUNT TOTAL							803.30	.00	803.30		



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FUND 101 GENERAL FUND										
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
866		06/22 AP		11/18/21	0000000	MIDWEST DEFENSE SOLUTIONS, LL OC PEPPER SPRAY	1,465.00			11/30/21
						ACCOUNT TOTAL	1,465.00	.00	1,465.00	
101-5521-415.73-06 COMMUNITY PROTECTION / POLICE										
866		06/22 AP		11/10/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BREAK AREA PSS BUILDING	650.00			11/30/21
						ACCOUNT TOTAL	650.00	.00	650.00	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
837		06/22 AP		11/09/21	0000000	IOWA LAW ENFORCEMENT ACADEMY EVALUATION OF MMPI OMAR MARTINEZ	150.00			11/30/21
837		06/22 AP		09/27/21	0000000	AT-SCENE LLC ICRIMEFIGHTER LIFE 12/15/21-12/15/22	4,200.00			11/30/21
						ACCOUNT TOTAL	4,350.00	.00	4,350.00	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
837		06/22 AP		11/16/21	0000000	IOWA LAW ENFORCEMENT ACADEMY EXP.BATON RECER.HERNANDEZ JOHNSTON;11/10/21	125.00			11/30/21
						ACCOUNT TOTAL	125.00	.00	125.00	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
837		06/22 AP		11/04/21	0000000	CVSI MOTORSPORTS TINT WINDOWS ON FUSION PER IOWA LAW CHANGE	650.00			11/30/21
						ACCOUNT TOTAL	650.00	.00	650.00	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
837		06/22 AP		11/16/21	0000000	CEDAR BEND HUMANE SOCIETY OCT'21 ANIMAL SURRENDER	4,140.00			11/30/21
837		06/22 AP		10/05/21	0000000	WATERLOO, CITY OF ANIMAL CALLS;9/1-9/30/21	7,162.05			11/30/21
						ACCOUNT TOTAL	11,302.05	.00	11,302.05	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
835		05/22 AP		10/07/21	0138572	OLESON SOD COMPANY VOID CHECK DIFFERENT AMT. SOD FOR CEMETERY		26.40		11/18/21
835		05/22 AP		10/06/21	0138572	OLESON SOD COMPANY		26.40		11/18/21

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FUND 101 GENERAL FUND										
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued										
VOID CHECK DIFFERENT AMT SOD FOR GRAVES										
ACCOUNT TOTAL							.00	52.80	52.80	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
853		06/22 AP		11/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	183.91			11/30/21
PROJECT#: 062506 SHOWER SOAP HAND SANITIZE R										
853		06/22 AP		11/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	113.97			11/30/21
PROJECT#: 062507 HAND SOAP										
853		06/22 AP		11/17/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	113.97			11/30/21
PROJECT#: 062503 TISSUES, TOWELS										
853		06/22 AP		11/16/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	316.80			11/30/21
PROJECT#: 062507 TISSUES, TOWELS, SANITIZER										
853		06/22 AP		11/16/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	196.88			11/30/21
PROJECT#: 062503 TISSUES, TOWELS, SANITIZER										
853		06/22 AP		11/16/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.90			11/30/21
PROJECT#: 062507 TISSUES, TOWELS, SANITIZER										
853		06/22 AP		11/16/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	118.04			11/30/21
PROJECT#: 062511 TISSUES, URNL SCRNS										
830		06/22 AP		11/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	219.89			11/30/21
PROJECT#: 062501 TISSUES, SOAP, SANITIZER										
830		06/22 AP		11/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	199.27			11/30/21
PROJECT#: 062507 TISSUES, SOAP, SANITIZER										
853		06/22 AP		11/08/21	0000000	ECHO GROUP, INC.	110.34			11/30/21
PROJECT#: 062503 LIGHT BULBS										
830		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	20.60			11/30/21
PROJECT#: 062506 1ST AID SUPPLIES										
830		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	143.55			11/30/21
PROJECT#: 062506 1ST AID SUPPLIES										
830		06/22 AP		11/05/21	0000000	CITY LAUNDERING CO.	298.18			11/30/21
PROJECT#: 062506 1ST AID SUPPLIES										
766		06/22 AP		11/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	87.56			11/30/21
PROJECT#: 062507 URINAL SCREENS AND TOWELS										
766		06/22 AP		11/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	33.48			11/30/21

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
HAND LOTION										
PROJECT#:		062506								
766		06/22 AP		11/03/21	0000000	O'DONNELL ACE HARDWARE HANGING	6.99			11/30/21
PICTURE WIRE FOR ART										
PROJECT#:		062503								
830		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	125.96			11/30/21
LINERS, TISSUES, TOWELS										
PROJECT#:		062503								
830		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	147.76			11/30/21
LINERS, TISSUES, TOWELS										
PROJECT#:		062506								
830		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	125.31			11/30/21
LINERS, TISSUES, TOWELS										
PROJECT#:		062511								
830		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	452.82			11/30/21
LINERS, TISSUES, TOWELS										
PROJECT#:		062507								
766		06/22 AP		10/29/21	0000000	MENARDS-CEDAR FALLS	18.24			11/30/21
WASTE PAINT HARDENER										
PROJECT#:		062509								
766		06/22 AP		07/29/21	0000000	O'DONNELL ACE HARDWARE	2.00			11/30/21
SCREWS										
PROJECT#:		062506								
ACCOUNT TOTAL							3,073.42	.00	3,073.42	
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
805		06/22 AP		10/28/21	0000000	SERVICWEAR APPAREL, INC.	40.66			11/30/21
UNIFORMS MATT BUCK										
805		06/22 AP		10/28/21	0000000	SERVICWEAR APPAREL, INC.	48.02			11/30/21
UNIFORMS DUSTIN RAWDON										
805		06/22 AP		10/04/21	0000000	SERVICWEAR APPAREL, INC.	51.74			11/30/21
PUB BUILDING UNIFORMS MATT B										
ACCOUNT TOTAL							140.42	.00	140.42	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
766		06/22 AP		08/12/21	0000000	O'DONNELL ACE HARDWARE	49.07			11/30/21
WIRE STRIPPERS, VOLTAGE TESTER, WEATHER STRIP										
ACCOUNT TOTAL							49.07	.00	49.07	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
853		06/22 AP		11/15/21	0000000	O'DONNELL ACE HARDWARE	26.99			11/30/21
ELECTRICAL OUTLET										
PROJECT#:		062508								

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
830		06/22 AP		11/05/21	0000000	JOHNSTONE SUPPLY OF WATERLOO THERMOSTAT	103.99			11/30/21
PROJECT#:		062505								
766		06/22 AP		11/04/21	0000000	O'DONNELL ACE HARDWARE	12.29			11/30/21
PROJECT#:		062503				DUCT TAPE AND SCREWS				
830		06/22 AP		11/03/21	0000000	ECHO GROUP, INC.	2.96			11/30/21
PROJECT#:		062506				ELECTRICAL REPAIR PART				
830		06/22 AP		11/01/21	0000000	MENARDS-CEDAR FALLS P PUMP	24.98			11/30/21
PROJECT#:		062511				TEMP FLOAT SWITCH FOR SUM				
853		06/22 AP		11/01/21	0000000	AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR	1,505.75			11/30/21
PROJECT#:		062507								
766		06/22 AP		10/26/21	0000000	MENARDS-CEDAR FALLS FAUCET REPAIR	10.78			11/30/21
PROJECT#:		062501								
766		06/22 AP		10/25/21	0000000	PLUMB SUPPLY COMPANY, LLC WATER FOUNDATION REPAIR	78.50			11/30/21
PROJECT#:		062507								
766		06/22 AP		10/22/21	0000000	CHRISTIE DOOR COMPANY OVERHEAD DOOR REPAIR	193.75			11/30/21
PROJECT#:		062511								
766		06/22 AP		08/10/21	0000000	O'DONNELL ACE HARDWARE ADHESIVE	6.99			11/30/21
PROJECT#:		062511								
ACCOUNT TOTAL							1,966.98	.00		1,966.98
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
766		06/22 AP		11/04/21	0000000	O'DONNELL ACE HARDWARE	14.68			11/30/21
PROJECT#:		062503				PEST CONTROL-ANT KILLER				
ACCOUNT TOTAL							14.68	.00		14.68
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
853		06/22 AP		11/12/21	0000000	ARAMARK	25.30			11/30/21
PROJECT#:		062506				MAT SERVICE				
853		06/22 AP		11/12/21	0000000	ARAMARK	13.00			11/30/21
PROJECT#:		062501				MAT SERVICE				
830		06/22 AP		11/05/21	0000000	ARAMARK	25.30			11/30/21
PROJECT#:		062506				MAT SERVICE				

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FUND 101 GENERAL FUND										
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS				
830		06/22 AP		11/05/21	0000000	ARAMARK	13.00			11/30/21
		MAT SERVICE								
PROJECT#:		062501								
101-6616-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING				
766		06/22 AP		11/29/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	599.00			11/30/21
		ELEVATOR REPAIR								
PROJECT#:		062505								
ACCOUNT TOTAL							675.60	.00	675.60	
continued										
101-6616-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING				
766		06/22 AP		10/29/21	0000000	PLUMB TECH INC.	120.00			11/30/21
		BOILER INSPECTION FOR INSURANCE CO								
PROJECT#:		062507								
ACCOUNT TOTAL							120.00	.00	120.00	
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
805		06/22 AP		11/08/21	0000000	BLACK HAWK CO.EXTENSION	35.00			11/30/21
		PESTICIDE TRAINING RYAN RIEGER								
ACCOUNT TOTAL							35.00	.00	35.00	
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
788		06/22 AP		11/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	30.84			11/30/21
		STAPLE REMOVER, GEL PENS								
788		06/22 AP		11/04/21	0000000	PARKADE PRINTER, INC.	175.86			11/30/21
		#10 WINDOW ENVELOPES PW ENGINEERING DIVISION								
ACCOUNT TOTAL							206.70	.00	206.70	
101-6625-432.86-25						REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.				
788		06/22 AP		11/08/21	0000000	TERRACON CONSULTANTS, INC.	739.74			11/30/21
		3199-TERRACES AT W. GLEN 10/21-10/30/21								
PROJECT#:		023199								
788		06/22 AP		11/09/21	0000000	TERRACON CONSULTANTS, INC.	769.25			11/30/21
		3257-WILD HORSE 5TH ADD. 10/19-10/30/21								
PROJECT#:		023257								
788		06/22 AP		10/25/21	0000000	SNYDER & ASSOCIATES, INC.	2,751.52			11/30/21
		3282-2021 SURVEY SERVICES SERVICES THRU 9/30/21								
PROJECT#:		023282								
788		06/22 AP		10/21/21	0000000	AECOM TECHNICAL SERVICES, INC	12,359.69			11/30/21
		3282-2021 SURVEY SERVICES 09/04/21-10/08/21								
PROJECT#:		023282								
ACCOUNT TOTAL							16,620.20	.00	16,620.20	

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FUND 101 GENERAL FUND										
101-6633-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
853		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	61.81			11/30/21
						OFFICE CALENDARS,TAPE				
ACCOUNT TOTAL							61.81	.00	61.81	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
853		06/22 AP		11/18/21	0000000	BUILDERS SELECT LLC	47.94			11/30/21
						SEALANT-606 SHOP ROOF				
853		06/22 AP		11/17/21	0000000	BLACK HAWK CO.EXTENSION	45.00			11/30/21
						PESTICIDE TRAINING TOBY SIRS				
830		06/22 AP		11/11/21	0000000	O'DONNELL ACE HARDWARE	10.69			11/30/21
						FAUCET LINE				
805		06/22 AP		11/09/21	0000000	O'DONNELL ACE HARDWARE	3.29			11/30/21
						PLAQUE SCREWS				
766		06/22 AP		11/04/21	0000000	O'DONNELL ACE HARDWARE	10.38			11/30/21
						BRASS PIPE CAPS				
805		06/22 AP		11/02/21	0000000	SERVICEWEAR APPAREL, INC.	20.33			11/30/21
						UNIFORMS KEVIN CROSS				
805		06/22 AP		11/02/21	0000000	SERVICEWEAR APPAREL, INC.	66.69			11/30/21
						UNIFORMS BRETT MORRIS				
805		06/22 AP		09/23/21	0000000	SERVICEWEAR APPAREL, INC.	146.61			11/30/21
						PARKS UNIFORMS BRETT M				
805		06/22 AP		09/22/21	0000000	SERVICEWEAR APPAREL, INC.	195.41			11/30/21
						PARKS UNIFORMS RYAN R AND KEVIN C				
ACCOUNT TOTAL							546.34	.00	546.34	
FUND TOTAL							96,481.66	61.96	96,419.70	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
853		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	55.63			11/30/21
						OFFICE CALENDARS,TAPE				
ACCOUNT TOTAL							55.63	.00	55.63	
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
830		06/22 AP		11/10/21	0000000	GIERKE-ROBINSON COMPANY, INC.	344.39			11/30/21
						CONCRETE TOOLS FOR 239 UTILITY TRUCK				
853		06/22 AP		11/08/21	0000000	MENARDS-CEDAR FALLS	180.85			11/30/21
						SUPPLIES FOR 239 UTILITY TRUCK				
805		06/22 AP		11/03/21	0000000	MENARDS-CEDAR FALLS	35.98			11/30/21
						BROOM FOR 239 UTILITY TRUCK				
805		06/22 AP		10/29/21	0000000	STETSON BUILDING PRODUCTS LLC	80.73			11/30/21

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS						continued			
853				06/22 AP 10/13/21	0000000	MENARDS-CEDAR FALLS CHISEL BIT FOR HILTI TOOLS FOR 239 NEW UTILITY TRUCK	848.53		11/30/21
ACCOUNT TOTAL							1,490.48	.00	1,490.48
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
805				06/22 AP 09/23/21	0000000	SERVICEWEAR APPAREL, INC. PARKS UNIFORMS JASON Y AN D MIKE S	88.06		11/30/21
805				06/22 AP 09/22/21	0000000	SERVICEWEAR APPAREL, INC. STREET UNIFORMS JASON Y	79.99		11/30/21
ACCOUNT TOTAL							168.05	.00	168.05
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
805				06/22 AP 11/09/21	0000000	O'DONNELL ACE HARDWARE PLASTIC/TAPE	75.68		11/30/21
ACCOUNT TOTAL							75.68	.00	75.68
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
766				06/22 AP 10/28/21	0000000	FORCE AMERICA DISTRIBUTING LL 5100 EX RETRO KIT	2,051.34		11/30/21
766				06/22 AP 10/27/21	0000000	FORCE AMERICA DISTRIBUTING LL 5100 EX RETRO KIT	1,024.37		11/30/21
ACCOUNT TOTAL							3,075.71	.00	3,075.71
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
853				06/22 AP 11/18/21	0000000	GIERKE-ROBINSON COMPANY, INC. GENERATOR FOR #239 UTILIT TRUCK PW03243	2,068.86		11/30/21
805				06/22 AP 10/25/21	0000000	STETSON BUILDING PRODUCTS LLC EQUIPMENT FOR 239 UTILITY TRUCK	923.40		11/30/21
ACCOUNT TOTAL							2,992.26	.00	2,992.26
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
853				06/22 AP 11/10/21	0000000	MENARDS-CEDAR FALLS PVC CAP AND BLADES TO FIX PIPE	34.86		11/30/21
ACCOUNT TOTAL							34.86	.00	34.86
206-6637-436.73-32 OTHER SUPPLIES / STREETS									

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS					continued				
853		06/22 AP		11/19/21 0000000	IOWA WALL SAWING SERVICE	400.00			11/30/21
		CURB CUT ON CARDINAL CT							
853		06/22 AP		11/16/21 0000000	GIERKE-ROBINSON COMPANY, INC.	145.40			11/30/21
		EXPANSION							
853		06/22 AP		11/13/21 0000000	ASPRO, INC.	432.08			11/30/21
		HOT MIX ASPHALT							
853		06/22 AP		11/10/21 0000000	BENTON'S READY MIX CONCRETE,	172.00			11/30/21
		CONCRETE-FOR BOX OUT							
853		06/22 AP		11/09/21 0000000	BENTON'S READY MIX CONCRETE,	833.00			11/30/21
		CONCRETE STREET REPAIR							
853		06/22 AP		11/06/21 0000000	BMC AGGREGATES L.C.	86.65			11/30/21
		FILTER STONE							
853		06/22 AP		11/06/21 0000000	BMC AGGREGATES L.C.	164.68			11/30/21
		RIP RAP FOR MINNETONKA							
805		06/22 AP		11/05/21 0000000	BENTON'S READY MIX CONCRETE,	645.00			11/30/21
		CONCRETE FOR BOX OUTS							
805		06/22 AP		11/02/21 0000000	BENTON'S READY MIX CONCRETE,	595.00			11/30/21
		CONCRETE FOR CFU REPAIR							
805		06/22 AP		11/01/21 0000000	BENTON'S READY MIX CONCRETE,	330.75			11/30/21
		CONCRETE FOR VICTORY							
805		06/22 AP		10/31/21 0000000	ASPRO, INC.	263.12			11/30/21
		HOT MIX ASPHALT							
805		06/22 AP		10/31/21 0000000	ASPRO, INC.	750.64			11/30/21
		HOT MIX ASPHALT							
805		06/22 AP		10/29/21 0000000	STETSON BUILDING PRODUCTS LLC	327.29			11/30/21
		REBAR/ADA TRUCK DOMES							
ACCOUNT TOTAL						5,145.61	.00	5,145.61	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
788		06/22 AP		11/15/21 0000000	PIRC-TOBIN CONSTRUCTION INC.	32,372.99			11/30/21
		3240-W27TH SANITARY SEWER							
		PROJECT#: 023240							
ACCOUNT TOTAL						32,372.99	.00	32,372.99	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
853		06/22 AP		11/11/21 0000000	ECHO GROUP, INC.	20.69			11/30/21
		ELECTRICAL SUPPLIES							
853		06/22 AP		11/10/21 0000000	ECHO GROUP, INC.	114.31			11/30/21
		ELECTRICAL SUPPLIES							
853		06/22 AP		11/08/21 0000000	MENARDS-CEDAR FALLS	13.98			11/30/21
		FLASH DRIVE							
853		06/22 AP		11/04/21 0000000	MENARDS-CEDAR FALLS	14.96			11/30/21
		SPRAY LIQUID TAPE							
805		06/22 AP		08/02/21 0000000	ECHO GROUP, INC.	73.35			11/30/21
		ELEMENT FUSES							



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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued		
ACCOUNT TOTAL							237.29	.00	237.29
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS									
805		06/22 AP		09/22/21	0000000	SERVICEWEAR APPAREL, INC.	34.71		11/30/21
TRAFFIC UNIFORMS BRIAN G									
ACCOUNT TOTAL							34.71	.00	34.71
206-6647-436.86-19 REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR									
805		06/22 AP		11/01/21	0000000	KW ELECTRIC, INC.	245.00		11/30/21
TRAFFIC SIGNAL REPAIR NORDIC AND RIDGEWAY									
ACCOUNT TOTAL							245.00	.00	245.00
FUND TOTAL							45,928.27	.00	45,928.27
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
776		06/22 AP		11/08/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.32		11/30/21
SCANNED STAMP									
776		06/22 AP		11/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.14		11/30/21
RED RECEIVED STAMP									
776		06/22 AP		11/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.91		11/30/21
POST-IT FLAGS									
ACCOUNT TOTAL							25.37	.00	25.37
217-2214-432.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
776		06/22 AP		09/24/21	0000000	NAN MCKAY & ASSOCIATES, INC.	239.00		11/30/21
MODEL ADMIN PLAN DIGITAL 12/1/21-11/30/22									
ACCOUNT TOTAL							239.00	.00	239.00
FUND TOTAL							264.37	.00	264.37

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FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
776		06/22	AP	10/27/21	0000000	COURIER LEGAL COMMUNICATIONS	26.78			11/30/21
		ADMIN PUB-USE OF FUNDS								
776		06/22	AP	10/27/21	0000000	COURIER LEGAL COMMUNICATIONS	33.08			11/30/21
		ADMIN PUB-USE OF FUNDS								
ACCOUNT TOTAL							59.86	.00	59.86	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	97.14			11/30/21
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	2,785.13			11/30/21
		CV-1 SINGLE FAMILY REHAB								
PROJECT#:		022351								
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	94.43			11/30/21
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O AGENCY AWARD-OCTOBER	1,345.37			11/30/21
		CARES CV-3								
PROJECT#:		022354								
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O PLAN & REPORT-OCTOBER	835.97			11/30/21
		CARES CV-3								
PROJECT#:		022354								
ACCOUNT TOTAL							5,158.04	.00	5,158.04	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
788		06/22	AP	11/09/21	0000000	OEL CONSTRUCTION SERVICES, IN	49,949.36			11/30/21
		3248-CDBG'21 SIDEWALK INF								
PROJECT#:		023248								
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	279.56			11/30/21
		ENTITLEMENT SIDEWALKS								
PROJECT#:		023248								
ACCOUNT TOTAL							50,228.92	.00	50,228.92	
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT										
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	102.99			11/30/21
		ENTITLEMENT SEWER LINING								
ACCOUNT TOTAL							102.99	.00	102.99	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O ENVIRO REVIEW-OCTOBER	409.00			11/30/21
		CARES CV-2								
PROJECT#:		022353								
776		06/22	AP	10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O	1,166.97			11/30/21

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FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2 <span style="float:right">continued</span>										
CARES CV-2 AGENCY AWARD-OCTOBER										
PROJECT#: 022353										
776		06/22 AP		10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O CITY EQUIPMENT-OCTOBER	95.68			11/30/21
CARES CV-2										
PROJECT#: 022353										
776		06/22 AP		10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O SCHOOL EQUIPMENT-OCTOBER	806.70			11/30/21
CARES CV-2										
PROJECT#: 022353										
ACCOUNT TOTAL							2,478.35	.00	2,478.35	
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
776		06/22 AP		10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	1,975.31			11/30/21
HOME REHAB										
776		06/22 AP		10/29/21	0000000	IOWA NORTHLAND REGIONAL CO. O OCTOBER EXPENSES	1,056.21			11/30/21
HOME ENVIR.REVIEW HABITAT										
ACCOUNT TOTAL							3,031.52	.00	3,031.52	
FUND TOTAL							61,059.68	.00	61,059.68	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
788		06/22 AP		11/12/21	0000000	PETERSON CONTRACTORS	7,236.00			11/30/21
3227-2021 STREET CONST.										
PROJECT#: 023227										
ACCOUNT TOTAL							7,236.00	.00	7,236.00	
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM										
788		06/22 AP		11/16/21	0000000	ASTECH CORPORATION	10,995.73			11/30/21
3234-2020 SEAL COAT										
PROJECT#: 023234										
788		06/22 AP		11/16/21	0000000	BLACKTOP SERVICE COMPANY	8,234.12			11/30/21
3272-2021 SEAL COAT										
PROJECT#: 023272										
ACCOUNT TOTAL							19,229.85	.00	19,229.85	
FUND TOTAL							26,465.85	.00	26,465.85	

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FUND 254 CABLE TV FUND										
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
867		06/22 AP		11/24/21	0000000	SIGNS BY TOMORROW	522.00			11/30/21
						DOOR WRAP/DECALS-TRUCK				
						CHANNEL 15 TRUCK				
						ACCOUNT TOTAL	522.00	.00	522.00	
FUND 261 TOURISM & VISITORS										
254-1088-431.93-01						EQUIPMENT / EQUIPMENT				
867		06/22 AP		11/22/21	0000000	C & C WELDING & SANDBLASTING	4,559.19			11/30/21
						ALUMINUM BOXES-CTV TRUCK				
803		06/22 AP		11/03/21	0000000	B & H PHOTO-VIDEO-PRO AUDIO	9,465.12			11/30/21
						SACHTLER VIDEO FLUID HEAD				
						P.O. 56668				
						ACCOUNT TOTAL	14,024.31	.00	14,024.31	
						FUND TOTAL	14,546.31	.00	14,546.31	
FUND 258 PARKING FUND										
261-2291-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
846		06/22 AP		11/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.95			11/30/21
						MANILLA FOLDERS				
						ACCOUNT TOTAL	3.95	.00	3.95	
261-2291-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
846		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	251.88			11/30/21
						12 8 1/2 X 11 SIGN HOLDER				
						W/LEAFLET HOLDER				
						ACCOUNT TOTAL	251.88	.00	251.88	
261-2291-423.73-52						OTHER SUPPLIES / BROCHURES & PUBLICATIONS				
846		06/22 AP		11/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	24.74			11/30/21
						BROCHURE PAPER				
						ACCOUNT TOTAL	24.74	.00	24.74	
261-2291-423.73-55						OTHER SUPPLIES / MEDIA				
846		06/22 AP		11/03/21	0000000	AMPERAGE	1,800.00			11/30/21
						GOOGLE / FACEBOOK DIGITAL				
						CAMPAIGN DEC 2021				
						ACCOUNT TOTAL	1,800.00	.00	1,800.00	
261-2291-423.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						continued				
846		06/22 AP		11/19/21	0000000	IOWA BICYCLE COALITION	35.00			11/30/21
						ANNUAL MEMBERSHIP				
ACCOUNT TOTAL							35.00	.00	35.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
846		06/22 AP		11/12/21	0000000	ARAMARK	5.20			11/30/21
						MAT SERVICE				
846		06/22 AP		11/05/21	0000000	ARAMARK	5.20			11/30/21
						MAT SERVICE				
ACCOUNT TOTAL							10.40	.00	10.40	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
846		06/22 AP		11/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.48			11/30/21
						PAPER SHREDDER				
ACCOUNT TOTAL							38.48	.00	38.48	
FUND TOTAL							2,164.45	.00	2,164.45	
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
866		06/22 AP		11/03/21	0000000	MIDWEST DEFENSE SOLUTIONS, LL	6,530.00			11/30/21
						18 BALLISTIC VESTS				
						50% REIMBURSED BY GRANT				
ACCOUNT TOTAL							6,530.00	.00	6,530.00	
FUND TOTAL							6,530.00	.00	6,530.00	
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										

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FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE				
788		06/22 AP		11/01/21	0000000	QUESTCDN	540.00			11/30/21
						3290-CEDAR RIVER REC.IMP.				10/15/21-36 BIDS
PROJECT#: 023290										
ACCOUNT TOTAL							540.00	.00	540.00	
FUND TOTAL							540.00	.00	540.00	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION				
788		06/22 AP		11/17/21	0000000	SNYDER & ASSOCIATES, INC.	75,000.00			11/30/21
						3189-INDUSTRIAL PARK EXP.				SERVICES THRU 10/31/21
PROJECT#: 023189										
ACCOUNT TOTAL							75,000.00	.00	75,000.00	
430-1220-431.97-82						TIF BOND PROJECTS / STREETScape MAINTENANCE				
788		06/22 AP		11/12/21	0000000	OWEN CONTRACTING INC.	34,894.90			11/30/21
						3242-DWNTWN STREETS CP II				
PROJECT#: 023242										
ACCOUNT TOTAL							34,894.90	.00	34,894.90	
430-1220-431.97-83						TIF BOND PROJECTS / TIF LEGAL FEES				
867		06/22 AP		11/01/21	0000000	REDFERN, MASON, LARSEN & MOORE,	1,600.00			11/30/21
						LGL:GENERAL MATTERS				6/11/21-10/28/21
ACCOUNT TOTAL							1,600.00	.00	1,600.00	
430-1220-431.98-47						CAPITAL PROJECTS / CYBER LANE				
788		06/22 AP		11/10/21	0000000	OWEN CONTRACTING INC.	102,526.28			11/30/21
						3245-CYBER LANE EXTENSION				
PROJECT#: 023245										
ACCOUNT TOTAL							102,526.28	.00	102,526.28	
FUND TOTAL							214,021.18	.00	214,021.18	

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FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
438-1220-431.95-27		BOND FUND PROJECTS /				UNION ROAD TRAIL				
788	06/22 AP	11/11/21	0000000			LOGDE CONSTRUCTION, INC	33,593.98			11/30/21
		3217-UNION ROAD TRAIL								
PROJECT#:		023217								
788	06/22 AP	11/08/21	0000000			TERRACON CONSULTANTS, INC.	950.79			11/30/21
		3217-UNION ROAD TRAIL				SERVICES THRU 10/30/21				
PROJECT#:		023217								
788	06/22 AP	10/28/21	0000000			SNYDER & ASSOCIATES, INC.	13,391.54			11/30/21
		3217-UNION ROAD TRAIL				SERVICES THRU 9/30/21				
PROJECT#:		023217								
		ACCOUNT TOTAL					47,936.31	.00	47,936.31	
438-1220-431.95-73		BOND FUND PROJECTS /				SIDEWALK RECONSTRUCTION				
788	06/22 AP	11/09/21	0000000			COBALT CONTRACTING LC	9,700.75			11/30/21
		3266-'21 PUBLIC SIDEWALK								
PROJECT#:		023266								
		ACCOUNT TOTAL					9,700.75	.00	9,700.75	
438-1220-431.98-83		CAPITAL PROJECTS /				CEDAR HGTS DRIVE RECON				
788	06/22 AP	11/15/21	0000000			PETERSON CONTRACTORS	109,278.55			11/30/21
		3171-CEDAR HEIGHTS RECON.								
PROJECT#:		023171								
788	06/22 AP	11/08/21	0000000			TERRACON CONSULTANTS, INC.	1,881.88			11/30/21
		3171-CEDAR HEIGHTS RECON.				SERVICES THRU 10/30/21				
PROJECT#:		023171								
788	06/22 AP	10/25/21	0000000			SNYDER & ASSOCIATES, INC.	30,822.13			11/30/21
		3171-CEDAR HEIGHTS RECON.				SERVICES THRU 9/30/21				
PROJECT#:		023171								
		ACCOUNT TOTAL					141,982.56	.00	141,982.56	
		FUND TOTAL					199,619.62	.00	199,619.62	

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FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL										
776		06/22 AP		10/31/21	0000000	EMERGENT ARCHITECTURE	7,312.50			11/30/21
						3231-CITY HALL REMODEL				10/01/21-10/31/21
PROJECT#: 023231										
776		06/22 AP		09/30/21	0000000	EMERGENT ARCHITECTURE	52,650.00			11/30/21
						3231-CITY HALL REMODEL				09/01/21-09/30/21
PROJECT#: 023231										
ACCOUNT TOTAL							59,962.50	.00	59,962.50	
FUND TOTAL							59,962.50	.00	59,962.50	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
766		06/22 AP		11/04/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.54			11/30/21
						LEFT SCISSORS LAURIE L				
853		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	89.62			11/30/21
						OFFICE CALENDARS, TAPE				
ACCOUNT TOTAL							98.16	.00	98.16	
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
837		06/22 AP		10/05/21	0000000	WATERLOO, CITY OF	526.05			11/30/21
						DEER DISPOSAL;9/1-9/30/21				
ACCOUNT TOTAL							526.05	.00	526.05	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
853		06/22 AP		11/03/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	95.25			11/30/21
						OFFICE CALENDARS, TAPE				
ACCOUNT TOTAL							95.25	.00	95.25	





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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS						continued				
805				06/22	09/22/21 0000000	WATER REC UNIFORMS MIKE N SERVICEWEAR APPAREL, INC. WATER REC UNIFORMS MORGAN , JOHN AND MIKE N	179.88			11/30/21
ACCOUNT TOTAL							272.63	.00	272.63	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
844				06/22	11/12/21 0000000	NORTH CENTRAL LABORATORIES	994.54			11/30/21
844				06/22	11/09/21 0000000	LAB SUPPLIES NORTH CENTRAL LABORATORIES LAB SUPPLIES	246.50			11/30/21
ACCOUNT TOTAL							1,241.04	.00	1,241.04	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
844				06/22	11/01/21 0000000	AIRGAS USA, LLC GAS CYLINDERS	39.00			11/30/21
ACCOUNT TOTAL							39.00	.00	39.00	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
844				06/22	11/16/21 0000000	BENTON BUILDING CENTER	678.19			11/30/21
844				06/22	11/15/21 0000000	TREATED LUMBER O'DONNELL ACE HARDWARE	14.98			11/30/21
844				06/22	11/15/21 0000000	COVER, SWITCH O'DONNELL ACE HARDWARE		2.00		11/30/21
844				06/22	11/11/21 0000000	SWITCH-RETURN MENARDS-CEDAR FALLS	45.35			11/30/21
844				06/22	11/10/21 0000000	INSULATION JOHNSTONE SUPPLY OF WATERLOO	21.96			11/30/21
844				06/22	11/08/21 0000000	ELEC SUPPLIES/PARTS O'DONNELL ACE HARDWARE	76.82			11/30/21
844				06/22	11/05/21 0000000	CLEANER AND DUCT TAPE WBC MECHANICAL, INC.	419.99			11/30/21
844				06/22	11/04/21 0000000	SENSOR-FURNACE O'DONNELL ACE HARDWARE	57.68			11/30/21
844				06/22	11/04/21 0000000	EXT CORD AND FAUCET O'DONNELL ACE HARDWARE	12.17			11/30/21
844				06/22	11/03/21 0000000	COVER, RECEPTACLE JOHNSTONE SUPPLY OF WATERLOO	14.21			11/30/21
844				06/22	10/29/21 0000000	LIMIT SWITCH CRESCENT ELECTRIC	19.98			11/30/21
844				06/22	10/28/21 0000000	ELEC SUPPLIES PLUMB SUPPLY COMPANY, LLC PLUG FOR PLUMBING	9.40			11/30/21
ACCOUNT TOTAL							1,370.73	2.00	1,368.73	

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FUND 552 SEWER RENTAL FUND										
552-6665-844	436.86-01	REPAIR & MAINTENANCE		06/22	11/08/21 0000000	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE MILLER MECHANICAL SPECIALITIE GAS LINE SERVICE	2,527.01			11/30/21
ACCOUNT TOTAL							2,527.01	.00	2,527.01	
FUND 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
844	06/22	AP		11/12/21	0000000	ARAMARK RUGS	22.11			11/30/21
844	06/22	AP		11/05/21	0000000	ARAMARK RUGS	22.11			11/30/21
ACCOUNT TOTAL							44.22	.00	44.22	
FUND TOTAL							5,592.53	2.00	5,590.53	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-788	432.72-01	OPERATING SUPPLIES		06/22	11/10/21 0000000	OPERATING SUPPLIES / OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT STAPLE REMOVER, GEL PENS	2.71			11/30/21
ACCOUNT TOTAL							2.71	.00	2.71	
FUND 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
788	06/22	AP		11/12/21	0000000	BENTON'S SAND & GRAVEL, INC. 3252-'21 PERMEABLE ALLEY PROJECT#: 023252	21,380.79			11/30/21
ACCOUNT TOTAL							21,380.79	.00	21,380.79	
FUND TOTAL							21,383.50	.00	21,383.50	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-803	441.81-41	PROFESSIONAL SERVICES		06/22	07/26/21 0000000	PROFESSIONAL SERVICES / E-GOVERNMENT RAMAKER & ASSOCIATES, INC. CIMS CLOUD BURIAL SEARCH	750.00			11/30/21
ACCOUNT TOTAL							750.00	.00	750.00	
606-1078-867	441.82-10	COMMUNICATION		06/22	11/22/21 0000000	TELEPHONE HOLDING ACCOUNT GORDON FLESCH COMPANY	1,733.46			11/30/21

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT							continued			
COPIERS/24629-MPS01/NOV21							11/22-12/21&OVR8/22-11/21			
ACCOUNT TOTAL							1,733.46	.00	1,733.46	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
803 06/22 AP 11/15/21 0000000 GORDON FLESCH COMPANY							108.17			11/30/21
PLOTTER MAINT.PART										
ACCOUNT TOTAL							108.17	.00	108.17	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
867 06/22 AP 11/08/21 0000000 INSIGHT PUBLIC SECTOR, INC.							114.55			11/30/21
EXCEL SOFTWARE										
ACCOUNT TOTAL							114.55	.00	114.55	
FUND TOTAL							2,706.18	.00	2,706.18	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
803 06/22 AP 11/08/21 0000000 HOLMES MURPHY & ASSOCIATES LL							2,333.33			11/30/21
BENEFITS CONSULTING SERV							DECEMBER 2021			
ACCOUNT TOTAL							2,333.33	.00	2,333.33	
FUND TOTAL							2,333.33	.00	2,333.33	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
853 06/22 AP 11/03/21 0000000 OFFICE EXPRESS OFFICE PRODUCT							16.95			11/30/21
OFFICE CALENDARS,TAPE										
ACCOUNT TOTAL							16.95	.00	16.95	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
805 06/22 AP 10/31/21 0000000 AIRGAS USA, LLC							70.42			11/30/21
WELDING AND CUTTING GAS										
830 06/22 AP 10/27/21 0000000 CONSOLIDATED ENERGY COMPANY							562.50			11/30/21
BULK DEF										
ACCOUNT TOTAL							632.92	.00	632.92	

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-16						OPERATING SUPPLIES / TOOLS				
766		06/22 AP		11/09/21	0000000	FAIRHURST, MARK	96.96			11/30/21
						OIL FILTER AND WRENCHES FOR SHOP				
766		06/22 AP		09/14/21	0000000	WURTH USA INC	161.95			11/30/21
						HIGH TORQU HEX HEAD SOCKE				
						ACCOUNT TOTAL	258.91	.00		258.91
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS										
805		06/22 AP		09/22/21	0000000	SERVICEWEAR APPAREL, INC.	143.69			11/30/21
						VM UNIFORMS DUSTIN R AND BRAD Y				
						ACCOUNT TOTAL	143.69	.00		143.69
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
830		06/22 AP		11/12/21	0000000	SIGNS BY TOMORROW	137.50			11/30/21
						CITY OF CF DECALS # 347				
830		06/22 AP		11/12/21	0000000	TOYNE, INC.	99.57			11/30/21
						COOLANT LEVEL SENSOR #FD502				
830		06/22 AP		11/12/21	0000000	TOYNE, INC.	417.93			11/30/21
						FD502 AIR TANK				
830		06/22 AP		11/11/21	0000000	KELTEK INCORPORATED	673.78			11/30/21
						12V SCENE LIGHTS #FD503				
830		06/22 AP		11/06/21	0000000	LAWSON PRODUCTS, INC.	619.91			11/30/21
						MISC SHOP SUPPLIES				
830		06/22 AP		11/04/21	0000000	LAWSON PRODUCTS, INC.	37.37			11/30/21
						MISC SHOP SUPPLIES				
830		06/22 AP		10/31/21	0000000	TRISTATE TRUCK EQUIPMENT	1,375.00			11/30/21
						TAILGATE # 2132				
766		06/22 AP		10/27/21	0000000	SIGNS BY TOMORROW	264.90			11/30/21
						FUEL SPILL SIGN AND CITY LOGO DECALS				
766		06/22 AP		10/25/21	0000000	ECHO GROUP, INC.	20.18			11/30/21
						#296 EXTERIOR 120 V OUTLET				
766		06/22 AP		10/15/21	0000000	TOYNE, INC.	174.05			11/30/21
						FLOOR DRY DOOR SLIDES #FD502				
						ACCOUNT TOTAL	3,820.19	.00		3,820.19
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
766		06/22 AP		10/26/21	0000000	PRECISE MRM LLC	1,000.00			11/30/21
						AVL CELL BILL				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
853		06/22 AP		11/12/21	0000000	ARAMARK	82.45			11/30/21

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS							continued			
830				06/22	AP 11/05/21 0000000	ARAMARK SHOP TOWELS	82.45			11/30/21
ACCOUNT TOTAL							164.90	.00	164.90	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
830				06/22	AP 11/16/21 0000000	WITHAM AUTO CENTERS	119.35			11/30/21
830				06/22	AP 11/10/21 0000000	RASMUSSEN CO., THE ALIGNMENT PD13	300.00			11/30/21
805				06/22	AP 11/09/21 0000000	MURPHY TRACTOR & EQUIPMENT CO #340 TOWED BACK TO PW	365.82			11/30/21
766				06/22	AP 11/05/21 0000000	CVSI MOTORSPORTS PROGRAMMED INJECTOR AFTER INSTALL # 290	375.00			11/30/21
830				06/22	AP 11/03/21 0000000	GOODYEAR COMMERCIAL TIRE & SE #2102 REMOTE START INSTAL	681.00			11/30/21
805				06/22	AP 11/01/21 0000000	D & D TIRE INC. #493 TIRE REPAIR	250.00			11/30/21
766				06/22	AP 10/26/21 0000000	SIGNS BY TOMORROW #287 TIRE REPAIR	173.25			11/30/21
766				06/22	AP 10/18/21 0000000	D & D TIRE INC. DECALS ON # 2507	250.00			11/30/21
766				06/22	AP 09/23/21 0000000	RASMUSSEN CO., THE #280 LEFT REAR TIRE REPAI SHOP	125.00			11/30/21
ACCOUNT TOTAL							2,639.42	.00	2,639.42	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
830				06/22	AP 11/16/21 0000000	STIVERS FORD, INC. NEW PD 12 2021 FORD PD INTERCEPTOR VM00631	37,852.00			11/30/21
ACCOUNT TOTAL							37,852.00	.00	37,852.00	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
766				06/22	AP 11/05/21 0000000	SHARPLINE AUTO TRIM PAINTED NEW/USED DOOR #2126	400.00			11/30/21
ACCOUNT TOTAL							400.00	.00	400.00	
FUND TOTAL							46,928.98	.00	46,928.98	

PREPARED 11/30/2021, 9:26:19  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31  
 ACCOUNTING PERIOD 05/2022

Item 28.

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 686									
FUND 687									
FUND 688									
FUND 689									
689-1902-457.51-05									
803		06/22 AP		10/15/21	0000000	RYDELL CHEVROLET, INC.	2,087.59	11/30/21	
		DMG: PD13		DOL 9/22/21					
						ACCOUNT TOTAL	2,087.59	0.00	2,087.59
						FUND TOTAL	2,087.59	0.00	2,087.59
FUND 724									
FUND 727									
FUND 728									
FUND 729									
FUND 790									
						GRAND TOTAL	811,850.25	63.96	811,786.29

**CITY OF CEDAR FALLS, IOWA**

**And**

**TEAMSTERS LOCAL 238  
(Public Works)  
November 9, 2021**

The parties agree to recommend the following contract modifications to the City Council and Union Membership for ratification:

- 1) Remove the following prohibited subjects of bargaining:
  - a) Insurance
  - b) Transfer Procedures
  - c) Evaluation Procedures
  - d) Staff Reduction Procedures
  - e) Dues Deduction
  - f) Supplemental Pay
  - g) Subcontracting Procedures
  - h) Political Payroll Deductions
  - i) Leaves of Absence for Political Activities
  
- 2) Article 5.2 Rest and Meal Periods  
 Modify this Article to reflect the following: *“There shall be one unpaid meal period in each regular work day which shall be not less than thirty (30) minutes in length and two (2) fifteen (15) minute paid rest periods that shall not be scheduled at the end of the shift.”*
  
- 3) Article 5.3 Shift Assignments  
 Add the following sentence at the end of this paragraph: *“If requested by the Union, the City will meet and discuss any proposed schedule change. This does not prevent the City from implementing the proposed schedule change.”*
  
- 4) Article 6.1 Overtime/Work Day  
 Modify this Article to read: *“Time and one-half (1 1/2) for hours worked beyond the regularly scheduled hours in a workday, except as otherwise prescribed.”*
  
- 5) Modify the Vacation (Article 7) and Sick Leave (Article 9) to reflect hours instead of days.
  
- 6) Article 7.1 Vacation Time Earned



Add the following language: *“Permanent Part-Time employees, as designated by the City, shall receive pro-rated vacation. Such vacation accrual shall not exceed a maximum of 58 hours.”*

7) Article 9.10 Sick Leave Casual Day

Add language that reflects a casual day shall be equal to the number of hours of the shift when the casual day is used.

8) Article 16.2 Safety Shoes/Boots

Increase boot allowance from \$160 to \$175

9) Article 16.7 Hard Hats, Vests/Shirts

Add the following language: *“Each employee shall be provided his/her own personal protective equipment and will not be required to share this equipment with other employees. The City reserves the right to determine what personal protective equipment is governed by this section.”*

10) Article 25 and Exhibit A Wages

7/1/22 – 3.00%

7/1/23 – 3.00%

7/1/24, 7/1/25, 7/1/26: *“Employees shall receive an across the board wage increase equal to the CPI-U +.75%. CPI-U shall be calculated as the average from the 12 months preceding April 1<sup>st</sup> of each year. The wage increase for this period cannot be less than 2.50% and cannot exceed 3.50%. This provision shall be removed from the contract effective 12/31/26.”*

11) Article 28 General Provisions

Section (a) (Term of Agreement) shall be modified to reflect a five (5) year contract.

**RESOLUTION NO.**

**RESOLUTION APPROVING A TENTATIVE AGREEMENT WITH TEAMSTERS UNION LOCAL NO. 238, PARKS & PUBLIC WORKS, AND AUTHORIZING EXECUTION OF A CONTRACT**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving a tentative agreement with Teamsters Union Local No. 238, Parks & Public Works for the period June 25, 2022 - July 2, 2027 (FY23 – FY27), and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve the tentative agreement and authorize execution of the contract.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the contract on behalf of the City of Cedar Falls, Iowa.

**ADOPTED** this 6th day of December, 2021.

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

**CITY OF CEDAR FALLS, IOWA**

**And**

**TEAMSTERS LOCAL 238 (PSO)  
November 9, 2021**

The parties agree to recommend the following contract modifications to the City Council and Union member ship for ratification:

- 1) ARTICLE 13.1 Insurance – Modify this Article to reflect the following plan design and contribution rates:

*Contribution Rates:*

- a) 7/1/22 -- Current Contract
- b) 7/1/23 – Current Contract
- c) 7/1/24 – 9% Contribution Family; 11% Single Contribution
- d) 7/1/25 – 10% Contribution Family; 11% Single Contribution
- e) 7/1/26 – 11% Contribution Family; 11% Single Contribution

*Plan Design:*

- a) Commencing July 1, 2024 through July 1, 2026, the health insurance plan design shall be the same as all other City employees. During this time frame, the Deductible shall not increase to more than \$1000 (S) and \$2,000 (F), and the OPM shall not increase to more than \$2,000 (S) and \$4,000 (F). Any increase in the above reference plan design shall result in a pro-rata increase in the Section 105 Plan benefit. As an example, if the plan design become a \$750/\$1500 Deductible plan, then the Section 105 Plan shall increase to an employee benefit of \$150 applied to the deductible and \$750 applied to the OPM.
- 2) Article 15 and Exhibit A Wages
- a) 7/1/22 – \$.50 Mkt Adjustment for each step plus 3.5% ATB.
  - b) 7/1/23 -- \$.50 Mkt Adjustment for each step plus 3.5% ATB.
  - c) 7/1/24, 7/1/25, 7/1/26: *“Employees shall receive an across the board wage increase equal to the CPI-U +.75%. CPI-U shall be calculated as the average from the 12 months preceding April 1<sup>st</sup> of each year. The wage increase for this period cannot be less than 3.50% and cannot exceed 4.50%. This provision shall be removed from the contract effective 12/31/26.”*
- 3) Article 17 General Provisions
- a) Section 17.12 (Duration) shall be modified to reflect a five (5) year contract.
- 4) Investigators shall be treated as shift employees for purposes of their lunch period.

- 5) PSO's assigned to a 24-hour shift shall receive an additional six (6) hours of pay at the 24 hour shift rate or compensatory time for hours worked on a holiday.
- 6) Delete the Dues Deduction Article.

**RESOLUTION NO.**

**RESOLUTION APPROVING A TENTATIVE AGREEMENT WITH TEAMSTERS UNION LOCAL NO. 238, PUBLIC SAFETY, AND AUTHORIZING EXECUTION OF A CONTRACT**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving a tentative agreement with Teamsters Union Local No. 238, Public Safety for the period June 25, 2022 - July 2, 2027 (FY23 – FY27), and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve the tentative agreement and authorize execution of the contract.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the contract on behalf of the City of Cedar Falls, Iowa.

**ADOPTED** this 6th day of December, 2021.

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk