



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
October 21, 2024 at 6:30 PM

Council meetings are video streamed live and archived at
www.cityofdubuque.org/media and on Dubuque's CityChannel on the Mediacom
cable system at cable channel 8 and digital 117.2.

PROVIDING VIRTUAL PUBLIC INPUT

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United States (Toll Free): 1-877-568-4106

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Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

Wethal, Farber, Resnick, Cavanagh, Roussell, Sprank, Jones

WORK SESSION

5:30 PM - Automated License Plate Reader Update

Dubuque Police Department staff will provide an update on the Automated License Plate Reader (ALPR) system to include the implementation, transparency portal and successes.

6:00 PM - Greater Dubuque Development Corporation Quarterly Update

President and CEO Rick Dickinson will present a quarterly update on Greater Dubuque Development Corporation.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. City-County Communications & Marketing Association (3CMA) 2024 Savvy Awards Recognition

The City of Dubuque will be recognized for receiving two national awards from the City-County Communications & Marketing Association (3CMA): Savvy Awards in the categories of Interview/Talk Show/News Programming and Communications and/or Marketing Plans.

2. 2024 University of Dubuque Alumni Award Recognition

Police Chief Jeremy Jensen will be recognized for receiving the 2024 University of Dubuque Alumni Award.

3. Public Safety Citizen Lifesaving Award Recognition

City staff will present on the recently awarded Public Safety Citizen Lifesaving Award.

4. Grand River Center Award and Certification Recognition

The Grand River Center and OVG staff will be recognized for receiving the 2024 Northstar Stella Award and the KultureCity Certification.

PROCLAMATIONS

1. Veterans of Foreign Wars 125th Birthday (September 29, 2024)

On behalf of the Dubuque Veterans of Foreign Wars Leo A. Schwind – Gerald F. Winter Post 508.

2. National Lead Poisoning Prevention Week (October 20-26, 2024)

On behalf of the Health Services Department and Housing and Community Development Department.

3. Lights On Afterschool Week (October 21-27, 2024)

On behalf of St. Mark Youth Enrichment.

4. Dubuque Climate Action Day (October 24, 2024)

On behalf of Sustainable Dubuque.

5. Trick or Treat Night (October 31, 2024)

On behalf of the City of Dubuque.

6. Extra Mile Day (November 1, 2024)

On behalf of Extra Mile America and the Office of Community Impact.

CONSENT ITEMS

1. Minutes and Reports Submitted

Civil Service Commission of October 2, 2024; Equity and Human Rights Commission of August 13, 2024; Library Board of Trustees Updates of August 22 and September 26, 2024; Resilient Community Advisory Commission of September 5, 2024; Proof of Publication for City Council Proceedings of September 16, 2024.

Suggested Disposition: Receive and File

2. Approval of City Expenditures

City Manager recommending City Council approval for payment of City expenditures.

RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

Suggested Disposition: Receive and File; Adopt Resolution(s)

3. November/December 2024 City News Newsletter

City Manager providing a copy of the November/December issue of the City News newsletter, which will be distributed with City utility bills from October 16 through November 6.

Suggested Disposition: Receive and File

4. Sustainable Dubuque Community Grant Award Recommendation

City Manager recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

RESOLUTION Awarding Sustainable Dubuque Grant To Dubuque Arboretum & Botanical Gardens

RESOLUTION Awarding Sustainable Dubuque Grant To City Girl Farming

RESOLUTION Awarding Sustainable Dubuque Grant To Clarity Clinic Pregnancy Center

RESOLUTION Awarding Sustainable Dubuque Grant To Convivium Urban Farmstead

RESOLUTION Awarding Sustainable Dubuque Grant To PALS: People Associated With Lincoln School

RESOLUTION Awarding Sustainable Dubuque Grant To Dubuque Rescue Mission Garden

Suggested Disposition: Receive and File; Adopt Resolution(s)

5. Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa

City Manager recommends accepting the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023, across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on the attached Grant of Easement document to facilitate the future maintenance and repair of the embankment improvements.

RESOLUTION Accepting a Grant of Permanent Embankment Easement Through, Over and Across Part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s)

6. SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA)

City Manager recommending City Council approve and authorize the Mayor to execute a Grant Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA) in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

RESOLUTION Authorizing The Mayor To Execute A Grant Funding Agreement For Services Between The City Of Dubuque And The East Central Intergovernmental Association (ECIA) In Connection With The SMART Grant – Metro Dubuque Traffic Data Aggregation For Connected Vehicles Project For The DMATS Area

Suggested Disposition: Receive and File; Adopt Resolution(s)

7. Bee Branch Stormwater Pumping Station – Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007) FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001

City Manager recommending City Council approval to enter into a Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in the amount of \$8,690,000 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project).

RESOLUTION Approving Subaward Agreement (Agreement No. LPDM-PJ-07-IA-2024-001) With The Iowa Department Of Homeland Security And Emergency Management And The Federal Emergency Management Agency To Assist With Bee Branch Stormwater Pumping Station – Phase IV Of The Bee Branch Watershed Flood Mitigation Project

Suggested Disposition: Receive and File; Adopt Resolution(s)

8. Approval of Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

City Manager recommending City Council approve the Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa, through adoption of the enclosed resolution.

RESOLUTION Approving Plat Of Proposed Vacated Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s)

9. Preliminary Plat of Miller North Cascade Subdivision

Zoning Advisory Commission recommending City Council approve the Preliminary Plat of Miller North Cascade Road Subdivision.

Suggested Disposition: Receive and File; Approve

10. Plat of Survey of Middle Fork Second Addition

Zoning Advisory Commission recommending City Council approve the Final Plat of Middle Fork Second Addition subject to waiving lot frontage for Lot 1.

RESOLUTION Approving The Final Plat Of Middle Fork Second Addition, In The City Of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s)

11. Community Development Block Grant (CDBG) Subrecipient Agreement - Area Residential Care

City Manager recommending City Council approve the attached Community Development Block Grant (CDBG) Subrecipient Agreement with Area Residential Care and authorize the Mayor to execute the agreement on behalf of the City.

RESOLUTION Authorizing Execution Of CDBG Subrecipient Agreement With Area Residential Care

Suggested Disposition: Receive and File; Adopt Resolution(s)

12. Community Development Block Grant 50th Anniversary Certificate of Appreciation

City Manager sharing information on the Community Development Block Grant (CDBG) 50th Anniversary Certificate of Appreciation and Recognition Letter to the City of Dubuque from the U.S. Department of Housing and Urban Development (HUD).

Suggested Disposition: Receive and File

13. FY'24 – FY'26 Audit Services Request for Proposal (RFP)

City Manager recommending City Council approval of the Audit Services Request for Proposal (RFP) process.

Suggested Disposition: Receive and File; Approve

14. Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC

City Manager recommending City Council approval of a collateral Assignment of the Development Agreement by and between the City of Dubuque and Metx, LLC for the rehabilitation of 1690 Elm Street, dated for reference October 12, 2017, as amended, in favor of Bankers Trust Company.

RESOLUTION Approving City Consent To Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Metx, LLC From Metx, LLC To Bankers Trust Company

Suggested Disposition: Receive and File; Adopt Resolution(s)

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds

Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project; Peerless Well & Pump for the 2024 Well No. 7 Rehabilitation Project Phase 2.

Suggested Disposition: Receive and File; Approve

16. Civil Service Certified List - Police Officer

Civil Service Commission submitting the certified list for the position of Police Officer.

Suggested Disposition: Receive and File; Make Matter of Record

17. FY24 Justice Assistance Grant (JAG) Application

City Manager recommending City Council approval to apply for the FY24 Justice Assistance Grant (JAG), complete the award documents, and submission by the Police Department.

Suggested Disposition: Receive and File; Approve

18. Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award

City Manager recommending City Council accept the FY24 Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department in the amount of \$118,062.

Suggested Disposition: Receive and File; Approve

19. Tobacco Compliance Settlement Agreements

City Manager recommending City Council approval of the following Tobacco Compliance Settlement Agreements and authorize the mayor to sign the agreements: BP Fuel, 1450 Loras Blvd; Kwik Stop #325, 1210 East 16th Street; Kwik Stop #84, 2335 University Ave; Caseys, 4003 Peru Road; Pink Clouds Smoke Shop, 3301 Pennsylvania Ave; Moondog Music, 806 Wacker Dr; A&M Trading, 1620 JFK Rd; Hartig Drug, 2255 Central Ave; Botanicanna, 55 JFK Rd; EZ Stop II, 700 Rhomberg.

Suggested Disposition: Receive and File; Approve

20. Approval of Retail Alcohol Licenses

City Manager recommending City Council approval of retail alcohol licenses as submitted.

RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

Suggested Disposition: Receive and File; Adopt Resolution(s)

ITEMS SET FOR PUBLIC HEARING

These agenda items are being scheduled for a future public hearing on the date indicated.

1. Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

City Manager recommending City Council set a public hearing for November 4, 2024 in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

RESOLUTION Intent To Vacate And Dispose Of The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

2. Kerper Boulevard Lift Station Project - Initiate Public Bidding Process and Setting Date for a Public Hearing

City Manager recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution.

RESOLUTION Kerper Boulevard Lift Station Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

3. Broadway Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 5581500046

City Manager recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

RESOLUTION Broadway Street Sanitary Sewer Improvement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

4. Ruby Sutton Building 2nd Floor Renovation Project - Initiate Public Bidding

Process and Setting Date for a Public Hearing Project No. 5565000021

City Manager recommending City Council grant preliminary approval of the construction plans and specifications; with an estimated Base Bid amount of \$840,000.00; and establish November 4, 2024, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

RESOLUTION Ruby Sutton Building 2nd Floor Renovation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

5. Setting a Public Hearing to approve the Revised Administrative Plan for the Housing Choice Voucher Program

City Manager recommending City Council set a public hearing for November 4, 2024, for the revised Administrative Plan for the Housing Choice Voucher Program.

RESOLUTION Setting A Public Hearing To Review And Approve The Public Housing Authority's Administrative Plan

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

6. Resolution setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

City Manager recommending City Council adopt a resolution setting a public hearing on November 4, 2024, on a proposed development agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

BOARDS/COMMISSIONS

1. Boards and Commission Application Review

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

- William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)
Applicants

- Luselena Bravo, 781 Cottage Place
- Traci Phillipson, 2120 Rhomberg Ave

2. Boards and Commission Appointments

Appointments to the following commissions to be made at this meeting.

Resilient Community Advisory Commission

Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly)
Applicants:

- Nolan Bielinski, 654 Kane St. – Additional Applicant
- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)
Applicant:

- Troy Froistad, 477 West 3rd St.

PUBLIC HEARINGS

Residents are invited to address the City Council on the following agenda items. Please come to the podium and state your name and address when the item you wish to speak to is being considered.

1. Request to Rezone 1000 Cedar Cross Road

Proof of publication on notice of public hearing to consider a request from Samantha Wright to rezone property located at 1000 Cedar Cross Road from CS Commercial Service and Wholesale zoning district to C-3 General Commercial zoning district, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1000 Cedar Cross Road From CS Commercial Service And Wholesale District To C-3 General Commercial District

Suggested Disposition: Receive and File; Motion B; Motion A

2. Resolution Adopting the Proposed Amended and Restated Urban Renewal

Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area which would expand the Area to include property relating to the construction of water infrastructure to serve the Area, including the Old Mill Road Lift Station and Force Main Project, and City Manager recommending approval.

RESOLUTION Approving The Amended And Restated Urban Renewal Plan For The North Cascade Road Housing Urban Renewal Area

Suggested Disposition: Receive and File; Adopt Resolution(s)

3. Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for the public hearing on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects, and City Manager recommending approval.

RESOLUTION Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

Suggested Disposition: Receive and File; Adopt Resolution(s)

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 5 minutes and the overall Public Input period is limited to 30 minutes. Under the Iowa Open Meetings Law, the City Council can take no formal action on comments given during Public Input which do not relate to Action Items on the Agenda.

ACTION ITEMS

These are items where discussion is held by the City Council - public comments are not allowed except where authorized by the Mayor.

1. Photo for National League of Cities Centennial

City Council and City staff will take a group photo to celebrate the National League of Cities' Centennial.

Suggested Disposition: Receive and File; Photo

2. Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications

City Manager transmitting the Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications. Finance staff will make a presentation.

Suggested Disposition: Receive and File; Presentation

3. Five Flags Civic Center FY 24 Annual Report Presentation

City Manager sharing information for Five Flags Civic Center General Manager Aaron Rainey to share a presentation with City Council regarding the annual activities and report for FY 24.

Suggested Disposition: Receive and File; Presentation

4. Request for Proposals for Leisure Services Comprehensive Master Plan Consultant Services

City Manager recommending City Council approval of the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process.

Suggested Disposition: Receive and File; Approve

5. Creation of a Precision Policing Center

City Manager recommending City Council approval to establish a Precision Policing Center (PPC) which aims to enhance the operational efficiency and effectiveness of the Dubuque Police Department.

Suggested Disposition: Receive and File; Approve

6. Iowa Amphitheater on Schmitt Island Project Bid Backage No. 1 (Site Demolition & Mass Grading) Award Public Improvement Contract Project Code: 5575000022, 3049900010

City Manager recommending City Council award the public improvement contract for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$819,676.45, which is 19.48% under the estimate of probable cost, through adoption of the attached resolution.

RESOLUTION Awarding Public Improvement Contract for the Iowa Amphitheater On Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading)

Suggested Disposition: Receive and File; Adopt Resolution(s)

7. Work Session Request: Microsoft Co-Pilot Implementation Strategy

City Manager recommending City Council schedule a work session on November 4, 2024, at 5:30 p.m. to review and discuss the City of Dubuque's strategy and plans for the implementation of Microsoft Co-Pilot.

Suggested Disposition: Receive and File; Council

8. Work Session Request: Update on Grant Initiatives and Grant Funding

City Manager recommending City Council schedule a work session on November 4, 2024, at 6:00 pm for an update on grant initiatives and grant funding.

Suggested Disposition: Receive and File; Council

9. Work Session Request: Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations

City Manager requesting a Work Session be scheduled on December 16, 2024, at 5:15 p.m. for Greater Dubuque Development Corporation to give a presentation along with Retail Strategies of their findings and recommendations for opportunities to enhance the retail and hospitality sectors in the community.

Suggested Disposition: Receive and File; Council

10. Dubuque Regional Airport Solar Array Ribbon-Cutting Video

A short video summary of the ribbon-cutting ceremony to recognize the completion of a new solar array project at the Dubuque Regional Airport will be shown and can be viewed at <https://youtu.be/EzMnxtA-H68> A video of the full event can be viewed at <https://youtu.be/1Koxdz3mbvo>

Suggested Disposition: Receive and File; Video

11. Delivering Dubuque Video: Restoring Commercial Air Service

Media Services will show the Delivering Dubuque episode regarding the community's efforts to restore, retain, and expand air service for the region. The video can be viewed at https://youtu.be/WyYVadiQ9X8?si=dNB_bAmwmel668wi

Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

**Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j)
Code of Iowa**

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th Street, during regular business hours.

This notice is given pursuant to Chapter 21, Code of Iowa, and applicable local regulations of the City of Dubuque, Iowa and/or governmental body holding the meeting.

Written comments regarding the above items may be submitted to the City Clerk's Office at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th St., Dubuque, IA 52001, before said time of meeting.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office as soon as feasible at (563) 589-4100, ctyclerk@cityofdubuque.org. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

5:30 PM - Automated License Plate Reader Update

SUMMARY:

Dubuque Police Department staff will provide an update on the Automated License Plate Reader (ALPR) system to include the implementation, transparency portal and successes.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Work Session Automated License Plate Reader Update 101724
3. 202408_Public_FlockReport_Uploaded 10.21.24
4. City AP 5.05 Safety and Security Cameras_Uploaded 10.21.24
5. Success Short Version_Uploaded 10.21.24



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Automated License Plate Reader (ALPR) Update -Work Session

DATE: October 17, 2024

Chief of Police Jeremy Jensen is submitting information for the Automated License Plate Reader (ALPR) Update -Work Session held on October 21, 2024, at 5:30 p.m.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Work Session- Automated License Plate Reader Update

DATE: October 17, 2024

On October 21, 2024 at 5:30 pm, members of the Dubuque Police Department will provide an update on the Automated License Plate Reader (ALPR) system to include the implementation, transparency portal and successes.



Flock Report: August 2024



Assisted in **18** Arrests!

YPD Open Data Portal for Police Transparency

Maintaining open and transparent processes that inspire public confidence in our agency. See our Crime Data/Statistics, Use of Force/Accountability Data, and explore the Crime in our Community



Scan Here & Read More

Hits This Month:

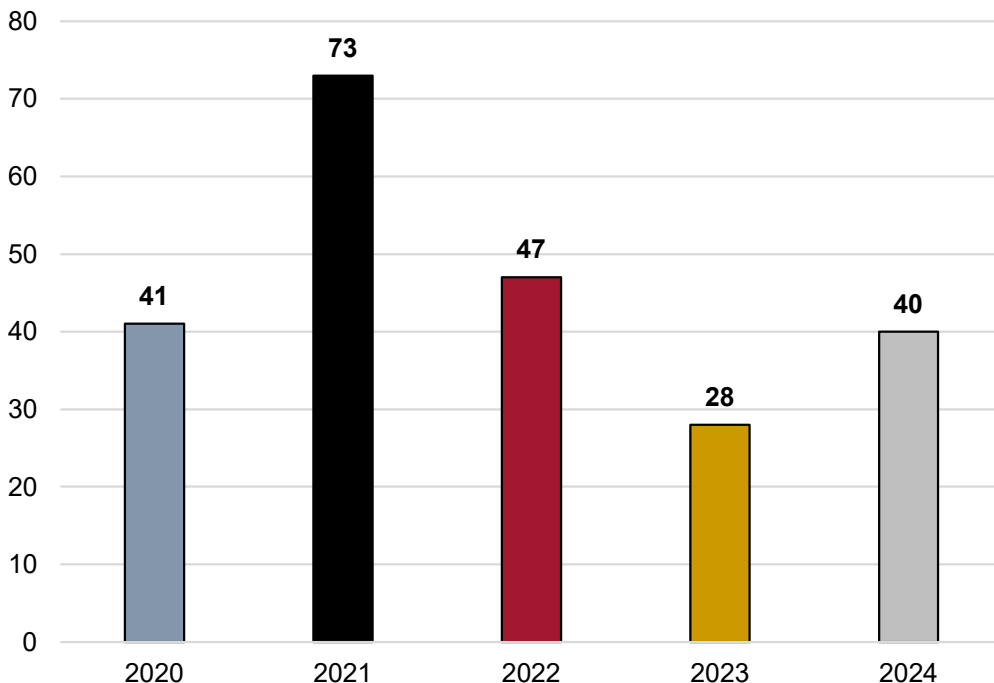
- Custom Hotlist 229
- Stolen Vehicle 65
- Stolen Plate 49
- Protection Order 8
- Warrants 1

*Note: this data corresponds to license plate 'reads' that are reported as belonging to/associated with the above categories by information provided by the National Crime Information Center (NCIC). All information must be verified prior to law enforcement action.

Case Assists:

- DV/DV-IPV 7
- Hit-Run Collision 6
- Eluding 5
- Robbery 4
- Theft 3
- Weapon Offense 2
- Homicide 2
- DUI 1
- Sex Crime 1
- Shots Fired 1
- Burglary 1

Recovered Vehicles in Aug. by Year



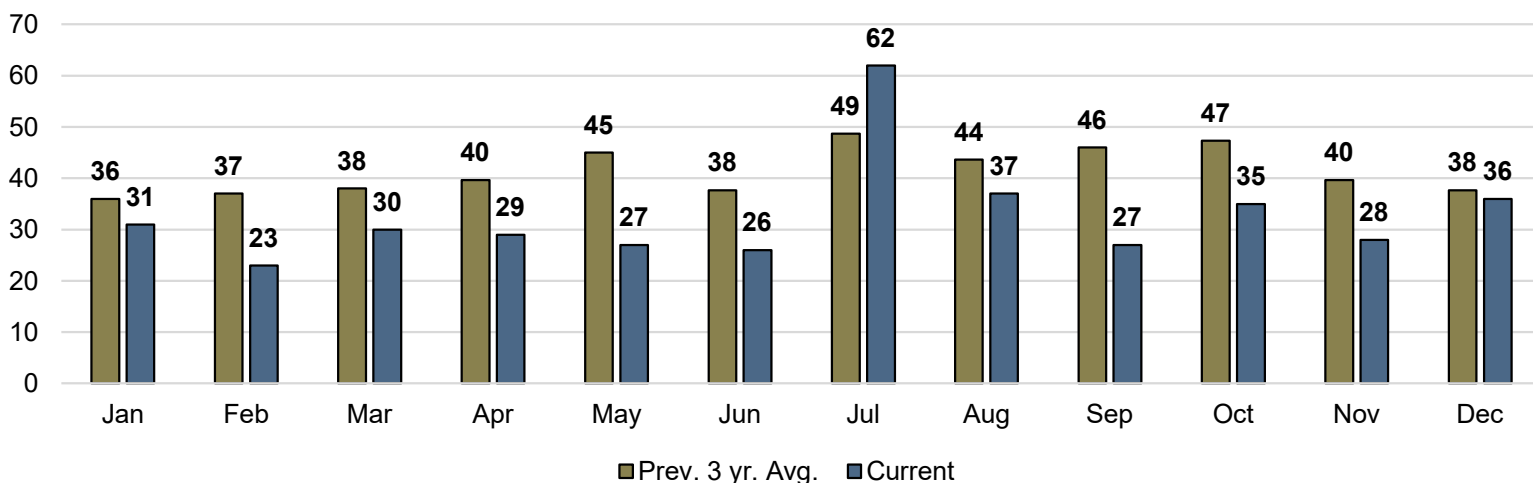
Stolen Vehicle Trend (YTD)

Prev. 3-Year Avg. : 40.71 (per month)

2024 (Jan-Aug) : 33.13 (per month)

18.62%
Decrease

Stolen Vehicle Trend by Month



CITY OF DUBUQUE ADMINISTRATIVE POLICY

POLICY NUMBER: 5.05

SUBJECT: SAFETY AND SECURITY CAMERA ACCEPTABLE USE
POLICY

APPROVED BY: CITY MANAGER

EFFECTIVE DATE: August 7, 2023

PURPOSE

The City of Dubuque is committed to enhancing the quality of life of the members of the community by integrating the best practices of safety and security with technology. A critical component of a comprehensive security plan is the utilization of a security and safety camera system. The surveillance of public areas is intended to deter crime and assist in protecting the safety and property of the Dubuque community. This policy addresses the City's safety and security needs while respecting and preserving individual privacy.

To ensure the protection of individual privacy rights in accordance with the City's core values and state and federal laws, this policy is adopted to formalize procedures for the installation of surveillance equipment and the handling, viewing, retention, dissemination, and destruction of surveillance records. The purpose of this policy is to regulate the use of camera systems used to observe and record public areas for the purposes of safety and security. The existence of this policy does not imply or guarantee that cameras will be monitored in real time 24 hours a day, seven days a week.

SCOPE

This AP applies to all departments under the administrative control of the City Manager.

RESPONSIBILITY

Department Managers are responsible for making sure that the provisions of this AP are adhered to.

POLICY

The City of Dubuque has the authority to select, coordinate, operate, manage, and

monitor all City security surveillance systems pursuant to this policy. All departments using camera surveillance are responsible for implementing and complying with this policy in their respective operations.

RESPONSIBILITIES

The Dubuque Police Department, Information Services, Engineering, Leisure Services, Parking Division and the City Manager's Office are responsible for realization and assimilation of the policy.

Information Services, Engineering and the Dubuque Police Department are responsible for advising departments on appropriate applications of surveillance technologies and for providing technical assistance to departments preparing proposals for the purchase and installation of security camera systems.

The Dubuque Police Department, Information Services, Engineering and the City Attorney's Office shall monitor developments in the law and in security industry practices and technology to ensure that camera surveillance is consistent with the best practices and complies with all federal and state laws.

The Dubuque Police Department, Information Services, Engineering and other City Manager designees will assess new camera locations. Maintenance and testing will be the responsibility of the department utilizing the camera system.

The Chief of Police will review any complaints regarding the utilization of surveillance camera systems and determine whether this policy is being followed. Appeals of a decision made by the Chief of Police will be made to the City Manager, who will render a decision. An appeal of the City Manager's decision may be taken to the City Council.

General Responsibilities

The Chief of Police, Information Services, Engineering and other City Manager designees will review proposals for camera installations and review specific camera locations to determine that the perimeter of view of fixed location cameras conforms to this policy and make recommendations to the City Manager.

Responsibilities of Public Information Officer Relations and City Attorney's Office

The City's Public Information Officer will review all external requests to release records obtained through security camera surveillance, with consultation and advice from the City Attorney's Office related to these requests prior to the release of any records.

General Principles

Information obtained from the cameras shall be used for safety and security purposes and for law and policy enforcement, including, where appropriate, judicial functions. Information must be handled with an appropriate level of security to protect against

unauthorized access, alteration, or disclosure. All appropriate measures must be taken to protect an individual's right to privacy and hold City information securely through its creation, storage, transmission, use, and deletion.

All camera installations are subject to federal and state laws. Departments requesting security cameras will be required to follow the procedures outlined in this policy.

Camera Placement Criteria

This policy applies to all personnel, and departments of the City of Dubuque in the use of security cameras and their video monitoring and recording systems. Security cameras may be installed in situations and places where the security and safety of either property or persons would be enhanced. Cameras will be limited to uses that do not violate the reasonable expectation of privacy as defined by law. Where appropriate, the cameras may be placed citywide, inside and outside buildings. Although the physical cameras may be identical, the functions of these cameras fall into four (4) main categories:

A. Property Protection: Where the main intent is to capture video and store it so that if property is reported stolen or damaged, the video may show the perpetrator. Examples: an unstaffed building or a parking lot.

B. Personal Safety: Where the main intent is to capture video and store it so that if a person is assaulted, the video may show the perpetrator. Examples: a public walkway, or a parking lot.

C. Extended Responsibility: Where the main intent is to have the live video stream in one area monitored by a staff member in close proximity. In this case video may or may not be recorded. Example: areas with limited staff.

D. Assist City Departments: Where the intent is to have live feed or capture video and store it for purposes of process improvement (Ex. Traffic flow), infrastructure assessment (Ex. Flooding), situational assessment (Ex. Flooding, pending criminal acts), or investigations (Ex. Traffic accident criminal acts, or civil process).

The City of Dubuque will consider any of the following locations for placement of a camera, including but not limited to:

- All City owned property, including but not limited to buildings, parks, hike/bike trails, and parking lots; and any streets or alleys that intersect with said properties.
- In conjunction with the placement of a 911 kiosk
- Streets not designated as Local, i.e. street designations which include Collector, Minor Arterial, or Arterial streets; and any streets or alleys that intersect with these streets
- Other publicly owned spaces or facilities upon request, i.e. Dubuque Community School District, Dubuque County; other institutional entities or areas for the public good.
- Temporary cameras for special events
- Any other areas deemed appropriate by law enforcement or traffic safety personnel

The locations where cameras are installed may be restricted access sites such as departmental offices; however, these locations are not places where a person has a reasonable expectation of privacy. Cameras will be located so that personal privacy is maximized.

Camera positions and views of residential housing shall be limited. The view of a residential housing facility must not violate the standard of a reasonable expectation of privacy.

Unless the camera is being used for criminal investigations, monitoring by security cameras in the following locations is prohibited:

- Bathrooms
- Locker rooms
- Offices
- Conference/meeting rooms

The installation of “dummy” cameras that do not operate is prohibited. Unless being used for criminal investigations, all video camera installations should be visible.

Access and Monitoring

All recording or monitoring of activities of individuals or groups by City security cameras will be conducted in a manner consistent with City policies, state and federal laws, and will not be based on the subjects' personal characteristics, including age, color, disability, gender, national origin, race, religion, sexual orientation, or other protected characteristics. Furthermore, all recording or monitoring will be conducted in a professional, ethical, and legal manner. All personnel with access to City security cameras should be trained in the effective, legal, and ethical use of monitoring equipment. City security cameras are not generally monitored continuously under normal operating conditions but may be monitored for legitimate safety and security purposes.

For Property Protection and Personal Safety cameras, access to live video or recorded video from cameras shall be limited to authorized personnel of the department which installed the cameras, the Police Department and other persons authorized by the Chief of Police or designee. The copying, duplicating and/or retransmission of live or recorded video shall be limited to persons authorized by the Chief of Police or designee. A record log will be kept of all instances of access to, and use of, recorded material. Nothing in this section is intended to limit the authority of the Dubuque Police Department in law enforcement activities.

Appropriate Use and Confidentiality

Personnel are prohibited from using or disseminating information acquired from City security cameras except for official purposes. All information and/or observations made in the use of security cameras are considered confidential and can only be used for official City and law enforcement purposes.

Personnel are also expected to know and follow all City of Dubuque Administrative Policies, including but not limited to those associated with technology: 2.07 Internet and Electronic Mail; 2.13 Acquisition and Use of Cellular Telephone Equipment; 2.19 IT and Internet Appropriate Use; 2.20 Social Networking, Acceptable Use and Administration of Computer and Communication Systems.

Use of Cameras for Criminal Investigations

The use of mobile or hidden video equipment may be used in criminal investigations by the Dubuque Police Department. Covert video equipment may also be used for non-criminal investigations of specific instances which may be a significant risk to public safety, security and property as authorized by the Chief of Police or designee.

Excluded Camera Uses

This policy does not address the use of the following:

- Webcams for general use by the City (e.g., remote meetings).
- Video equipment for the recording of public performances or events, interviews, or other use for broadcast or educational purposes.
- Cameras mounted in vehicles, including police and fire vehicles.
- Body worn cameras worn by City personnel engaged in enforcement activities.
- Cameras primarily used for traffic engineering and traffic control. However, these cameras may have an incidental or ancillary use as security cameras for criminal investigations.

Procedures

Departments requesting security cameras will be required to follow the procedures outlined in this policy.

Installation

Individual departments installing video surveillance equipment shall submit a written request to their appropriate department manager describing the proposed location of

surveillance devices, justifying the proposed installation, and identifying the funding source or sources for purchase and ongoing maintenance.

The department manager or designee will review the request and recommend it to the Chief of Police and Information Services, if appropriate.

The Chief of Police and/or Information Services will review all proposals from department manager. Upon completion of review of the project, the Chief of Police and/or Information Services will forward the proposal to the City Manager with a recommendation.

The City Manager will be responsible for reviewing and approving or denying all proposals for security camera equipment recommended by the Chief of Police. Information Services shall oversee the installation of all approved security camera systems with the assistance of the Police Department, and other City departments as required. Purchasing will not accept, approve, or process any order for security camera systems without the approval of the City Manager.

Training

Camera control operators shall be trained in the technical, legal, and ethical parameters of appropriate camera use. Camera control operators shall receive a copy of this policy and provide written acknowledgement that they have read and understood its contents.

Operation

Video surveillance will be conducted in a manner consistent with all existing City policies. Camera control operators shall monitor based on suspicious behavior, not individual characteristics.

Camera control operators shall not view private rooms or areas through windows. All operators and supervisors involved in video surveillance will perform their duties in accordance with this policy.

Storage and Retention of Recordings

No attempt shall be made to alter any part of any surveillance recording. Surveillance centers and monitors will be configured to prevent camera operators from tampering with or duplicating recorded information.

Surveillance records shall not be stored by individual departments. All surveillance records shall be stored in a secure City centralized location for a period of approximately 30 days and will then promptly be erased or written over, unless retained as part of a criminal investigation or court proceedings (criminal or civil), or other bona fide use as approved by the City Manager or designee. Individual departments shall not store video surveillance recordings. A log shall be maintained of all instances of access to or use of surveillance records. The log shall include the date and identification of the person or persons to whom access was granted.

Fees

Individual City departments will establish policies and/or procedures for dissemination, and fee schedules for reproduction of City video.

Automated License Plate Readers (ALPRs)

Purpose and Scope

Automated License Plate Reader (ALPR) technology provides automated detection of license plates. ALPRs are used by the Dubuque Police Department to convert data associated with vehicle license plates for official law enforcement purposes including identifying stolen or wanted vehicles, stolen license plates, and missing persons. ALPR's may be used to gather information related to active warrants, homeland security, suspect interdiction, stolen property, and other crimes.

Administration

The Chief of Police or designee shall be responsible for overseeing the installation and maintenance of APLR equipment, as well as ALPR data retention and access. This will include any contractors authorized to install and maintain the system. ALPR systems repair, hardware, or software, shall be made by agency authorized sources.

Operation

Department personnel shall not use or allow others to use the equipment or database for any unauthorized purpose.

- An ALPR shall only be used for official and legitimate law enforcement business.
- An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- Prohibited uses include immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class, or personal use.
- No member of the Dubuque Police Department shall operate the ALPR equipment or access the ALPR data without first completing Department training.
- No member of the Dubuque Police Department may access data from the IOWA system maintained by the Iowa Department of Transportation, the National Crime Information Center (NCIC), and from other motor vehicle departments of other states through the National Law Enforcement Telecommunications System (NLETS) or International Information through interfaces with the Canadian Police Information Centre and INTERPOL, without first receiving certification through the IOWA system.
- If practicable, the officer shall verify an ALPR response through the IOWA system before taking enforcement action that is based solely on an ALPR alert.

Additionally, the officer shall visually verify that the license plate and vehicle identifiers match the alert.

- Placement of the camera systems will be determined as with other camera placement

ALPR Data Collection and Retention

All data and images gathered by an ALPR are for the official use of the Dubuque Police Department and because the data may contain confidential information that is provided through the IOWA system which includes NLETS, NCIC, Canadian Police Information Centre and INTERPOL, the information is not open for the public view. ALPR information gathered and retained by the Dubuque Police Department may be used and shared with prosecutors or others only as permitted by law.

Data collected by the ALPR system shall be retained for a period to not exceed 30 days, unless the data has been identified as part of a criminal investigation.

Accountability and Safeguards

The Dubuque Police Department will observe the following safeguards regarding access to and use of stored data:

- All requests for access to stored data shall be processed in accordance with applicable law.
- All ALPR data downloaded to the operator workstation and server shall be accessible only through a login/password protected system capable of documenting all access of information by name, date and time.
- Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when data relates to a criminal investigation or department related action.
- All ALPR data queries must be accompanied by the law enforcement case number corresponding with the investigation. Without a case number entered, the system will not allow a query of the data. This does not include NCIC alerts received unless law enforcement action is taken.
- ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- ALPR system audits should be conducted on a regular basis by the ALPR Administrator with the system vendor.
- Queries that are not covered under the IOWA system requirements shall not be made into the system without Supervisor approval.

Log of use required.

- The Dubuque Police Department shall maintain a public log of its use, including but not limited to:
 - specific times of day that any readers actively collected data;
 - the aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal databases with which the data were compared, unless the existence of the database itself is not public;
 - for each period of active use, the number of vehicles or license plates in each of the following categories where the data identify a vehicle or license plate that has been stolen, a warrant for the arrest of the owner of the vehicle or an owner with a suspended or revoked driver's license or similar category, or are active investigative data; and
 - for any readers at a stationary or fixed location, the location at which the readers actively collected data and is installed and used.
- The Dubuque Police Department shall maintain a list of the current and previous locations, including dates at those locations, of any fixed stationary automated license plate readers or other surveillance devices with automated license plate reader capability used by the Department. The Department's list shall be accessible to the public on its website, unless the agency determines that the data is confidential information as provided in Iowa Code 22.7.
- The log of use shall be updated on the Department website monthly.

Policy Review

This policy shall be reviewed by the Police Department, Engineering, Information Services, the City Attorney's Office and the City Manager on an annual basis.

Michael C. Van Milligen, City Manager

April 25, 2024- FLOCK Warrant Alert. Officers utilized our traffic cameras to aid in locating the vehicle. Suspect located and arrested on warrants (Theft 4th). Also charged with driving without a license.

July 24, 2024- FLOCK Warrant Alert. Suspect arrested on Parole Violation warrants and charged with Possession of Drug Paraphernalia.

July 31, 2024- FLOCK Warrant Alert. Officers utilized city traffic cameras to aid in locating the vehicle. Suspect arrested on Sex Abuse 3rd Degree warrant from Clinton County Iowa.

August 8, 2024- FLOCK Warrant Alert. Suspect located and arrested on warrants out of Delaware County Iowa. Also charged with unlawful possession of prescription medications.

August 16, 2024- FLOCK Warrant Alert. Suspect located and arrested on two local felony Possession of Controlled Substance warrants and a State of Wisconsin Probation Violation warrant.

August 27, 2024- FLOCK Stolen Vehicle Alert. Suspect and vehicle located. Suspect charged with Theft 2nd (possession of stolen vehicle), served an arrest warrant from Delaware County Iowa for Theft 2nd and additionally charged with driving while barred.

September 12, 2024- FLOCK utilized to locate the suspect vehicle in a Burglary. Narrowed timeline for officers to begin viewing city traffic cameras.

September 30, 2024- FLOCK utilized to locate a vehicle traveling to Dubuque with drugs. Suspect located in possession on 1 pound of meth GHB and DMT.

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

6:00 PM - Greater Dubuque Development Corporation
Quarterly Update

SUMMARY:

President and CEO Rick Dickinson will present a quarterly
update on Greater Dubuque Development Corporation.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Presentation



Greater Dubuque
DEVELOPMENT CORP.

City of Dubuque Work Session

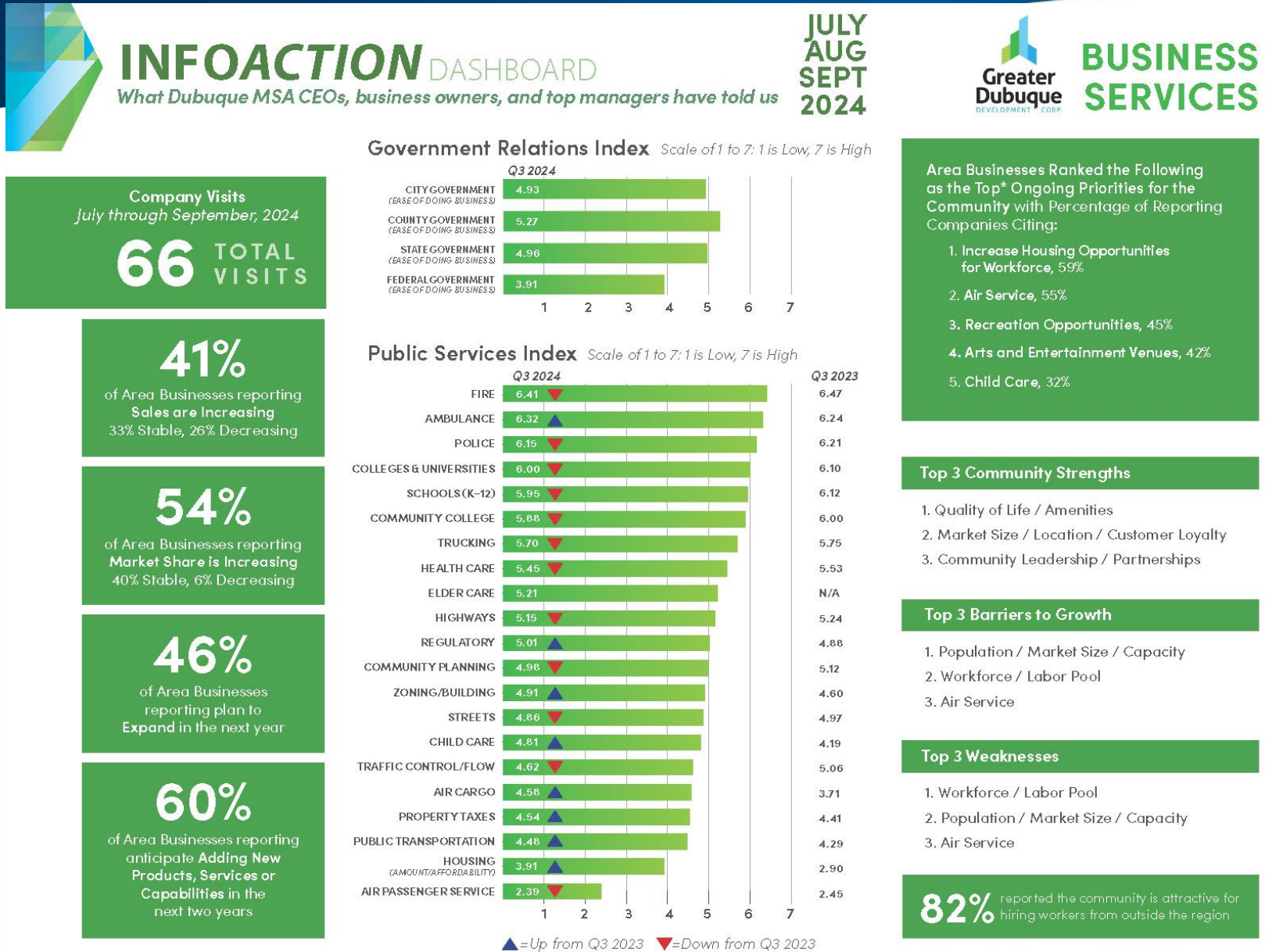
October 21, 2024 at 6:00 p.m.

YOU can be great here.





Business Services Quarter 3 Action Dashboard





HR ACTION DASHBOARD

What Dubuque MSA HR professionals have told us

JULY
AUG
SEPT
2024

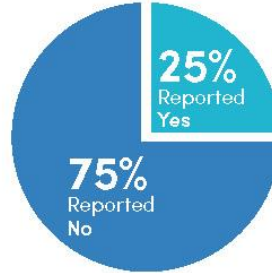


WORKFORCE
SOLUTIONS

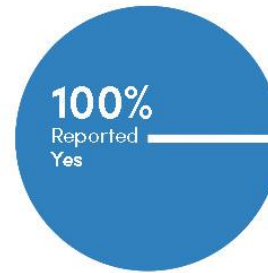
Company Visits
July through September, 2024

4 TOTAL VISITS

Area Businesses Reporting a Remote or Hybrid Workforce



Area Businesses Reporting Utilizing Interns



Area Businesses Identified the Following as their Top Workforce Priorities over the Next 12 Months with Percentage of Reporting Companies Citing:

1. Employment Culture, 100%
2. Employee Engagement, 100%

892

TOTAL EMPLOYEES
in Greater Dubuque market at
Area Businesses Reporting

100%

of Area Businesses reporting Remote/
Hybrid Workforce is Stable

100%

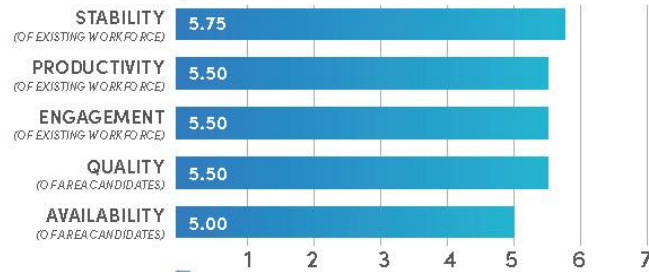
of Area Businesses reporting Expect Hiring
of Interns to Remain Stable

Top 3 Most Significant Personal Barriers
for Potential or Current Workforce with
Percentage of Reporting Companies Citing

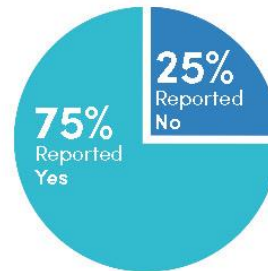
1. Child Care, 50%
2. Criminal History/Background Check, 50%
3. Transportation, 50%
4. Drug Screening, 50%

Workforce Index Scale of 1 to 7: 1 is Low, 7 is High

Q3 2024



Area Businesses Reporting with Plans to Add Net New Jobs in the Next 12 Months



50% of Area Businesses reporting have recruitment challenges with specific position or skills

100% of Area Businesses reporting note a Decrease in Turnover Rates

President & CEO Report

How do you rate the Ease of Doing Business with City, County, State and Federal Government on a scale from 1 to 7?

From 50 interviews with Dubuque businesses from July 1 through September 30, 2024:

- City of Dubuque - **4.75**
- Dubuque County - **5.20**
- State of Iowa - **4.87**
- Federal Government - **3.73**

Ratings for Ease of Doing Business by 15 Dubuque employers that had projects within the City of Dubuque from July 1 through September 30, 2024:

- City of Dubuque – **4.20**
- Dubuque County – **5.21**
- State of Iowa – **4.85**
- Federal Government – **3.92**

2027 Goals

64K Jobs

Promote career opportunities and upgrade resources to grow our regional workforce.

August 2024: 61,000

(-200) – Month Change

+1,300 – Year Change

105K Population

Facilitate meaningful careers and vibrant communities.

September 2024: 98,887

\$76K

Median Household Income

Increase high-quality and high-paying careers to raise the median household income.

December 2023: \$73,495

5% Reduction in Poverty

Reduce the number of households below the Dubuque County Supplemental Poverty Measurement by five percent.

December 2023: 10.0%

\$1B

Construction Investment

Encourage and facilitate new construction.

September 2024: \$600,182,361

Working Hard.
Pushing Through.

Dubuque County MSA Sees Top Rate of Annual Job Growth in Iowa



YOU can be great here.

Nonfarm Employment by Metropolitan Statistical Area (MSA)*

MSA Ranked by % Job Growth	August 2024 Nonfarm Employment	August 2023 Nonfarm Employment	Change from Year Ago, # of jobs	Change from Year Ago, % of Growth
Dubuque	61,000	59,700	1,300	+2.2%
Ames	52,900	52,000	900	+1.7%
Sioux City	90,300	88,800	1,500	+1.7%
Cedar Rapids	142,000	140,100	1,900	+1.4%
Iowa City	103,600	102,400	1,200	+1.2%
Waterloo	89,200	88,200	1,000	+1.1%
Des Moines-W Des Moines	397,500	396,800	700	+0.2%
Pottawattamie County	39,800	40,100	-300	-0.7%
Scott County	90,400	91,600	-1,200	-1.3%

*Source: Iowa Workforce Development, Released September 24, 2024

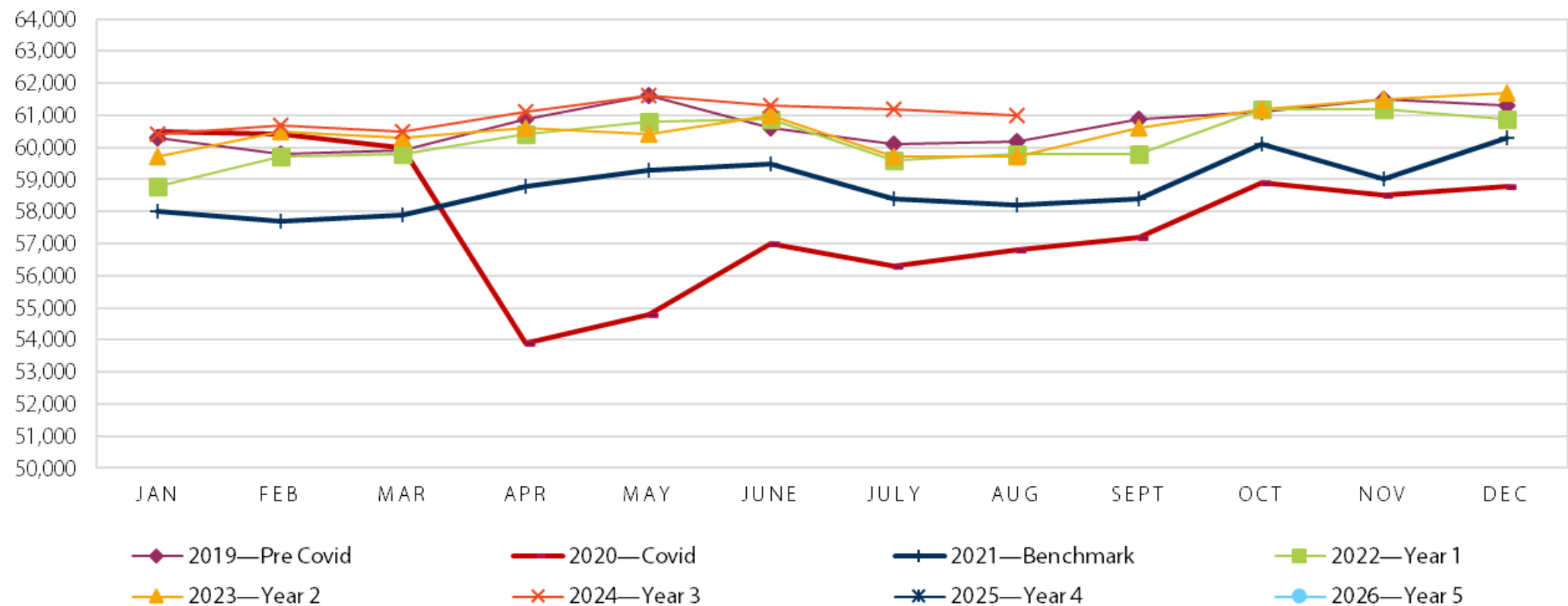
Key Highlights:

- **Total Nonfarm Employment:** 61,000, up 1,300 from August 2023.
- **Ranked 1st** in annual job growth rate among Iowa's nine major metros.
- Employment remains **800 jobs above** the pre-pandemic high of August 2019.
- **Unemployment dropped to 3.3%**, with 300 fewer individuals reporting as unemployed compared to last month.

YOU can be great here.

DUBUQUE MSA LABOR FORCE | GOAL: 64,000

CURRENT: 61,000



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2019—Pre Covid	60,300	59,800	59,900	60,900	61,600	60,600	60,100	60,200	60,900	61,100	61,500	61,300	60,683
2020—Covid	60,500	60,400	60,000	53,900	54,800	57,000	56,300	56,800	57,200	58,900	58,500	58,800	57,758
2021—Benchmark	58,000	57,700	57,900	58,800	59,300	59,500	58,400	58,200	58,400	60,100	59,000	60,300	58,800
2022—Year 1	58,800	59,700	59,800	60,400	60,800	60,900	59,600	59,800	59,800	61,200	61,200	60,900	60,242
2023—Year 2	59,700	60,500	60,300	60,600	60,400	61,000	59,700	59,700	60,600	61,200	61,500	61,700	60,575
2024—Year 3	60,400	60,700	60,500	61,100	61,600	61,300	61,200	61,000					60,975

YOU can be great here.

Layoff/Closure Engagement

John Deere Layoffs

Duluth Trading
Closure

PSSI Relocation

Attention John Deere & Duluth Trading Impacted Workers

[@accessdubuquejobs.com](https://accessdubuquejobs.com)

HIRING FAIR

In Partnership with IowaWORKS
Open to Any and All Job Seekers!

Thursday, September 5
2:00–5:00 p.m.
Steeple Square
101 E. 15th Street, Dubuque

Connect with up to 50 of the region's top employers
HIRING NOW for entry-level and professional careers in Manufacturing, Financial and Insurance Services, Warehouse Logistics, Administrative, IT and more!

Details and participating employers online at
AccessDubuqueJobs.com/career-fairs

Questions?
Call 563-557-9049
Email gddc@greaterdubuque.org

 **TH MEDIA**
Connecting our Community

AccessDubuqueJobs.com is made possible through a partnership between Greater Dubuque Development Corporation and TH Media.

YOU can be great here.

- 220 Job Seekers
- 46 Employers & Resource Booths

Attention PSSI Impacted Workers

[@accessdubuquejobs.com](https://accessdubuquejobs.com)

FALL CAREER FAIR

Connect with up to 50 of the region's top employers
HIRING NOW for entry-level and professional careers in Administrative, Manufacturing, Financial and Insurance Services, Warehouse Logistics, IT, Healthcare, and more!

OPEN TO ALL

Wednesday, October 2
1:00–4:00 p.m.
Grand River Center
500 Bell St., Dubuque

SCAN FOR MORE DETAILS

Questions? Contact: Greater Dubuque Development | 563-557-9049 | gddc@greaterdubuque.org

 **TH MEDIA**
Connecting our Community

AccessDubuqueJobs.com is made possible through a partnership between TH Media and Greater Dubuque Development Corporation.

YOU can be great here.

- 224 Job Seekers
- 53 Employers & Resource Booths

YOU can be great here.

Greater Dubuque Development's Worker Adjustment and Retraining Notification (WARN) engagement in 2024:

- Yelloh/Schwans (Dyersville, IA) – ongoing
- PSSI (Kieler, WI) – ongoing
- Duluth Trading Company (Dubuque, IA) – ongoing
- John Deere (Dubuque, IA) – ongoing
- John Deere (Waterloo, IA) – ongoing
- John Deere (Davenport, IA) – ongoing
- John Deere ISG (Des Moines, IA)
- iSolved (Dubuque, IA) – ongoing *
- Concordia University (Mequon, WI)
- Conagra (Beaver Dam, WI)
- Tyson Foods (Perry, IA)
- Grand River Medical Group (Dubuque, IA)
- Saputo (Lancaster, WI)
- HSHS Hospitals & Prevea Clinics (Eau Claire, WI area)
- Energizer (Fennimore, WI)

College Outreach



YOU can be great here Community of Colleges Series

Completed:

- Derby Grange College Night on September 18, 2024
160 students participated
- AccessDubuqueJobs.com Fall Career Fair on October 2, 2024
50 employers participated and over 220 job seekers including 60 students

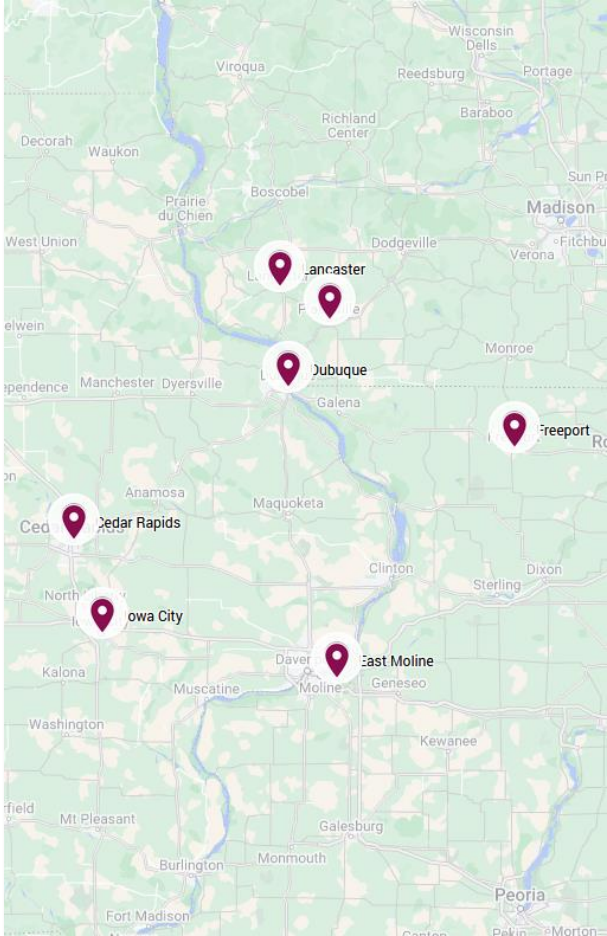
Upcoming:

- November 8, 2024-College Hockey Night
- February 5, 2025-Island Social College Night
- March 26, 2024-AccessDubuqueJobs.com Spring Career Fair

Welcome Students Letter

- **1,277** letters sent to families of college students
- **4,350** successfully delivered emails

Career Fairs & Community Engagement



College Career Fairs & Community Events

- University of Northern Iowa's UNI Career Fair in Cedar Falls, IA
- University of Platteville Fall Career Fair in Platteville, WI
- Telegraph Herald Career Fair in Dubuque, IA
- QC EXPO and Graduate School Fair in East Moline, IL
- University of Iowa All Majors Career Fair in Iowa City, IA
- Community Picnic & Job Fair in Dubuque's Bee Branch Creek Greenway
- Latinx Fiesta in downtown Dubuque

Upcoming

- Southwest Tech Career Fair in Lancaster, WI
- Highland Community College Career Fair in Freeport, IL

Relocation Guide



YOU can be great here.



YOU can be great here.

Greater Dubuque
DEVELOPMENT CORP.
Relocation Guide



YOUR LIFE can be great here.

Combining a vibrant culture with a thriving economy and stunning natural beauty, the Greater Dubuque region offers the energy and amenities of a big city with the serenity of a small town.



SCAN FOR:
• Population and demographic data
• Awards and accolades
• Climate information

Welcome to Dubuque

As the state's first city, Dubuque intertwines a rich past with a bright future. Boasting impressive historic architecture, a revitalized downtown, and the picturesque riverfront of the mighty Mississippi, here you will find the perfect backdrop for building a great life in the hub of economic and recreational activity of the Greater Dubuque region.

With a surge in affordable housing options and a plethora of child care facilities, the city is primed for families looking to put down roots. With a diverse array of career opportunities spanning various industries, you can achieve professional growth while having a rich social life here.

Life in Dubuque is about balance and enjoyment. Award-winning, locally owned restaurants, nationally acclaimed museums, quaint shops, and familiar big-box retailers are scattered throughout the city. When it's time to unwind, the region's abundant parks and trail systems offer the perfect sanctuary for relaxation and recreation.

In the Greater Dubuque region, you will enjoy big-city amenities without sacrificing quality of life. Children will walk to school and receive a superior education in a safe environment. You can experience a career that motivates you without a long commute that drives you crazy. Your neighbors know you by name and welcome you into the community.

With repeated national recognition for all it offers, we invite you to make the Greater Dubuque region your new home and begin learning firsthand why this is the place where **YOU** can be great here.

Mayor Brad Cavanagh
City of Dubuque



quick stats

mid-size	56,873 (City proper) 98,677 (Dubuque County)
est. 1633	Dubuque is Iowa's first city, founded in 1633. It serves as the county seat of Dubuque County.
award-winning	Recognized as an Iowa Thriving Community (IDA, 2022), among the Top 100 Places to Live (Livability, 2022), and as a Top 100 City for a Career Switch (CareerMinds, 2024). Five-time National League of Cities All-America City (2007, 2012, 2013, 2017, and 2019). Received Score of 100 on Municipal Equity Index five times in last six years (Human Rights Campaign).
tech-savvy	Will achieve 100% city-wide broadband access by the end of 2024.
affordable	Cost of living is 9.6% lower than the national average. Lowest city property tax rate out of Iowa's 11 largest cities.
cultured	Home to two award-winning Smithsonian-affiliate museums, the National Mississippi River Museum & Aquarium and the Dubuque Museum of Art. The Field of Dreams Movie Site from the 1989 Academy Award-nominated classic in Dubuque County is undergoing a multimillion-dollar expansion.
convenient	The Greater Dubuque region is centrally located amongst several major metros at a crossroads of four-lane connections to Davenport, Des Moines, Madison, and Minneapolis.

at a glance



High-quality healthcare
With internationally recognized health centers, inclusive community-focused programs, and growing specialty options, the Greater Dubuque region offers unrivaled care for a mid-sized city.



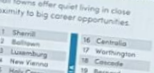
Year-round farmers markets
Being in the heart of the Midwest means the distance from farm to table is a matter of minutes.



50+ murals
Downtown Dubuque is an artful urban landscape.



Enjoy the breathtaking outdoors all year long
The Greater Dubuque region offers adventure year-round—even in the winter months—with multiple ski resorts infusing fun into the snowy season.



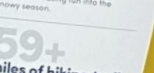
29 rural communities nestled in the Greater Dubuque region
Small towns offer quiet living in close proximity to big career opportunities.



Local colleges
The Greater Dubuque region is a community of colleges and colleges, four universities and colleges, four community colleges, and three seminaries.



59+ miles of hiking trails
Explore the area's natural beauty.



Prepared for tomorrow
We are addressing present needs while also planning for the future by building a community that is set for long-term, sustainable success.



Relocating to Dubuque.

1 Change your address
City Hall
563.569.4100
cityofdubuque.org
Driver's License Bureau
563.562.2991
louisdat.gov
Motor Vehicle Registration
563.569.4400
dubuquecountyia.gov

2 Switch utilities
ELECTRICITY
Alliant Energy
alliantenergy.com
Missouri Valley Electric Cooperative
mvec.coop
NATURAL GAS
Black Hills Energy
blackhillsenergy.org

3 Find housing
U.S. Postal Service
563.562.2991
usps.com
Water Department
563.569.4402
dubuquecountyia.gov

REFUSE/RECYCLING
City of Dubuque
563.569.4290
cityofdubuque.org/rubbishcollection
WATER/SEWER
City of Dubuque
563.569.4402
cityofdubuque.org/utilitybilling

Learn more! Visit youcanbegreathere.com



MANDI DOLSON
Director of Relocation
Reimbursement & Relocation
Schmidt Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
563.567.8474
F: 563.567.8389
mandid@greaterdubuque.org
www.greaterdubuque.org

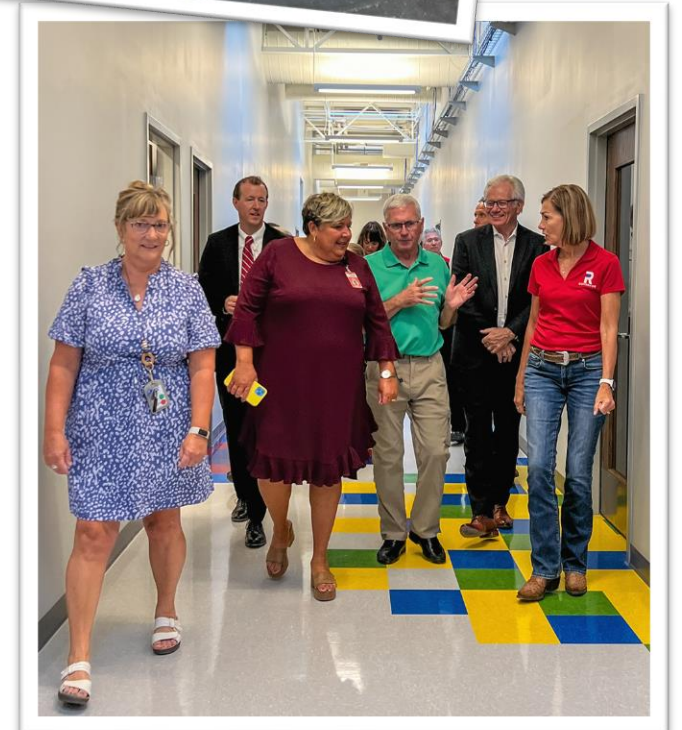


International Economic Development Council (IEDC)

- 2024 Excellence in Economic Development Award for Public-Private Partnerships *(August 30, 2024)*

Phase 2 Funding Application

- August 27, 2024 - Governor Kim Reynolds Tour of Bright Minds

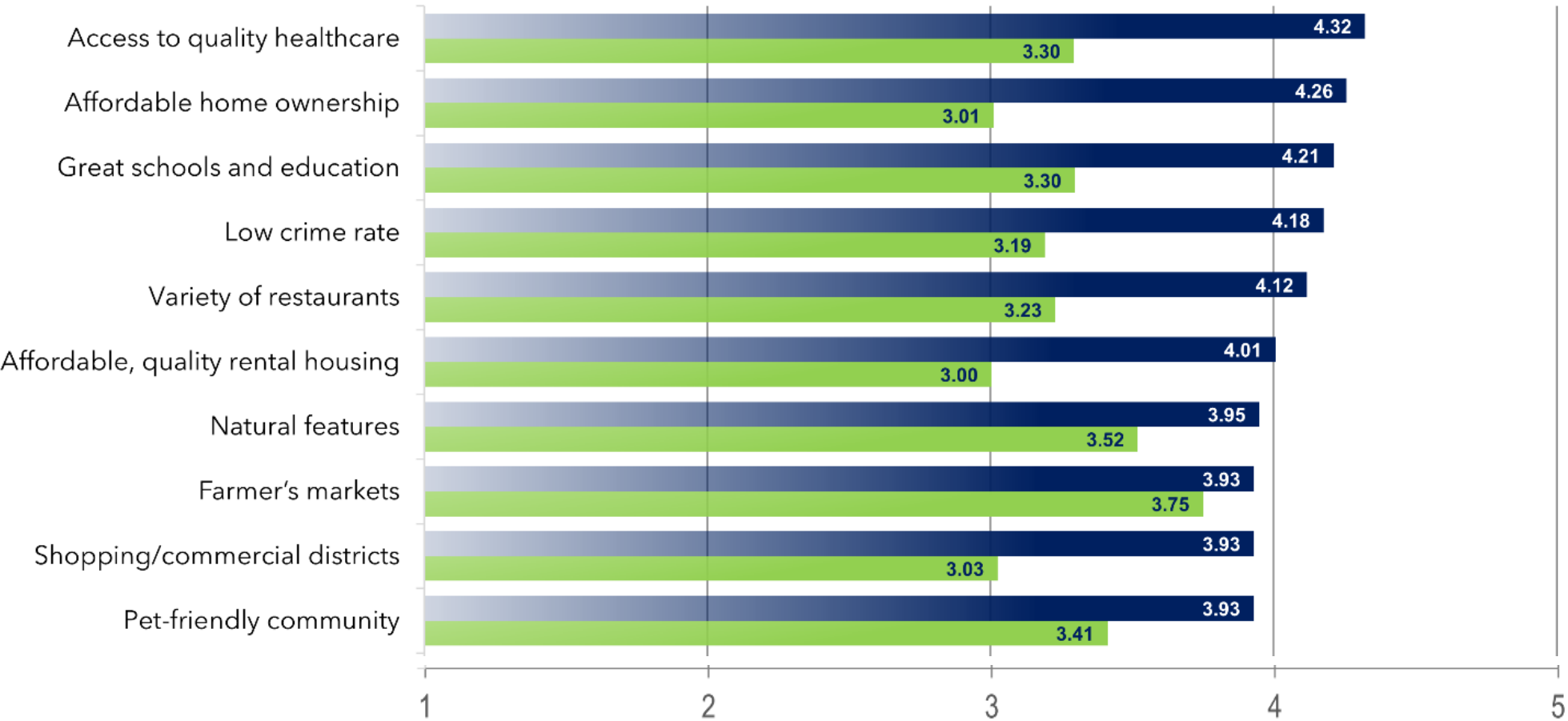


Upcoming Work Session | December 16, 2024

Retail Strategies Presentation

Community of Choice

Rating importance of all 35 factors provide when choosing where you live / work in the future versus how Greater Dubuque ranks on same factors*



Questions

YOU can be great here.



Thank You



#youcanbegreathere



**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE:	City-County Communications & Marketing Association (3CMA) 2024 Savvy Awards Recognition
SUMMARY:	The City of Dubuque will be recognized for receiving two national awards from the City-County Communications & Marketing Association (3CMA): Savvy Awards in the categories of Interview/Talk Show/News Programming and Communications and/or Marketing Plans.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PRESENTATIONS # 2.

ITEM TITLE:	2024 University of Dubuque Alumni Award Recognition
SUMMARY:	Police Chief Jeremy Jensen will be recognized for receiving the 2024 University of Dubuque Alumni Award.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PRESENTATIONS # 3.

ITEM TITLE: Public Safety Citizen Lifesaving Award Recognition
SUMMARY: City staff will present on the recently awarded Public Safety Citizen Lifesaving Award.
SUGGESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo- Public Safety Life Saving Award September 2024

TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief
Jessica George, 911 Dispatch Manager
Jeremy Jensen, Police Chief

SUBJECT: Public Safety Citizen Lifesaving Award

DATE: September 24, 2024

INTRODUCTION:

This memo respectfully requests the opportunity to acknowledge a lifesaving event at an upcoming city council meeting, recognizing a community member whose actions saved a life.

DISCUSSION:

The fire chief, police chief, and public safety answering point (PSAP) manager have established a Public Safety Citizen Lifesaving Award to honor community members who go above and beyond in emergency situations, ultimately saving lives. We presented the inaugural Public Safety Lifesaving Award in January of this year and now seek to showcase a second event.

On September 5th, emergency crews were dispatched to Sam's Club in response to an individual choking. After initial attempts to dislodge the obstruction failed, the person lost consciousness. While crews were in route, dispatch reported that bystanders had initiated CPR on the individual, who was not breathing and in cardiac arrest. When the Dubuque Fire Department responders arrived, the patient had regained consciousness and was able to communicate with the paramedics.

This incident highlights the critical importance of early bystander recognition and intervention. Had these citizens not acted swiftly, the outcome could have been dire. Their prompt actions provided vital support, allowing our emergency crews to arrive and stabilize the patient. Thanks to this coordinated effort, the individual received necessary medical care and was subsequently discharged from the hospital in good health.

According to the American Heart Association, immediate CPR can double or triple a cardiac arrest victim's chances of survival. In cases of choking, the application of first aid can significantly improve outcomes, emphasizing the value of community training and preparedness.

This event not only showcases the potential within our community to make a life-saving difference but also underscores the importance of training, situational awareness, and the impact of citizen intervention during emergencies.

RECOMMENDATION:

Public safety managers recommend acknowledging this lifesaving event at an upcoming council meeting to emphasize the importance of early intervention and the crucial role our citizens play in emergencies. Recognizing these events reinforces our community's commitment to safety and preparedness.

Thank you for considering this important recognition.

**City of Dubuque
City Council**

PRESENTATIONS # 4.

ITEM TITLE:

Grand River Center Award and Certification Recognition

SUMMARY:

The Grand River Center and OVG staff will be recognized for receiving the 2024 Northstar Stella Award and the KultureCity Certification.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Certification
4. Award

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Recognize Grand River Center Award and Certification
DATE: October 15, 2024

Leisure Services Director Marie Ware is sharing information to recognize Grand River Center and OVG staff for the recent award and certification.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director
Ryan Bonifas, Grand River Center General Manager
Jared Charland, Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Recognize Grand River Center Award and Certification
DATE: October 15, 2024

INTRODUCTION

The purpose of this memo to request time for the City Council to recognize Grand River Center and Oak View Group (OVG 360) staff for the recent award and certification.

DISCUSSION

KultureCity Certification

OVG 360 partnered with KultureCity, a nonprofit organization dedicated to inclusivity and accessibility for individuals with sensory needs. KultureCity's Sensory Inclusive program has gained widespread acceptance among venues, stadiums and cultural institutions nationwide. The initiative aims to create welcoming environments for individuals with sensory sensitivities by providing comprehensive training to staff, equipping venues with sensory tools, and offering resources to support guests with sensory needs. This initiative and certification further the City's focus on becoming an equitable community of choice and equity goals.



Grand River Center and OVG became KultureCity certified in September of 2024.

Northstar Stella Award

Grand River Center won the 2024 Northstar Stella Award, earning the gold medal for Best Convention Center in the Midwest. Receiving this award showcases OVG 360's commitment to excellence, reflecting the team's dedication and the exceptional experiences they provide during each event.

The Stella Awards honor excellence across key industry segments: hotels, convention

and conference centers, airlines, cruise lines, DMOs/CVBs and DMCs. This year's winners, selected from more than 8,000 votes and 1,000 nominations, exemplify overall excellence, superior food and beverage offerings, professionalism of staff, sustainability initiatives, and other critical aspects of the meetings and events experience.

Reviewing the award winners from across the country, Grand River Center joined an elite group of Convention Centers. <https://www.northstarmeetingsgroup.com/The-Stella-Awards/Best-Convention-Center-2024> Their gold award is the top award given to only one center in the Midwest. Receiving the 2024 Northstar Stella Award for Best Convention Center in the Midwest is a true reflection of OVG's unwavering commitment to excellence. This recognition underscores their dedication to providing outstanding experiences for clients and guests. The Grand River Center is proud to be counted among the top venues in the region and remains committed to upholding the highest standards in service, hospitality, and event execution.

The 2024 Northstar Stella Award for Best Convention Center in the Midwest was announced October 1, 2024.



We celebrate the certification and award recently received.

ACTION REQUESTED

I respectfully request time for the City Council to recognize Grand River Center and OVG staff for the recent award and certification.

cc: Ryan Bonifas, Grand River Center General Manager
Jared Charland, Project and Facilities Manager

From: Rachel Jacobson <Rachel.Jacobson@oakviewgroup.com>
Sent: Friday, September 13, 2024 3:07 PM
To: Rachel Jacobson
Cc: Rachel Jacobson
Subject: Oak View Group Secures KultureCity Certification at the Grand River Center

This sender is trusted.

Oak View Group Secures KultureCity Certification at the Grand River Center

* [CLICK HERE FOR LINK TO PHOTOS](#) *

(DUBUQUE, IA – September 13, 2024) Oak View Group, operators of the Grand River Center, are partnering with KultureCity, a nonprofit organization dedicated to promoting inclusivity and accessibility for individuals with sensory needs. This significant milestone underscores our commitment to fostering inclusivity and accessibility for all guests.

KultureCity's Sensory Inclusive program has gained widespread acceptance among venues, stadiums, cultural institutions, and nationwide. The initiative aims to create welcoming environments for individuals with sensory sensitivities by providing comprehensive training to staff, equipping venues with sensory tools, and offering resources to support guests with sensory needs.

"Oak View Group's goal, along with our partners at the City of Dubuque, have always aimed to make guests feel welcome at the Grand River Center. We are proud to partner with KultureCity to receive specialized training and resources, enhancing our ability to accommodate guests with special sensitivities." Said Oak View Group's Ryan Bonifas, General Manager of the Grand River Center.

The Grand River Center's entire team has successfully completed the certification process. This achievement reflects our ongoing dedication to enhancing the guest experience by ensuring our venue is accessible to all individuals, regardless of their sensory needs. Our team has undergone extensive training to recognize and assist guests with sensory sensitivities, and we have incorporated sensory tools and resources throughout our facility. Our sensory bags include noise-canceling headphones, sunglasses, fidget tools, verbal cue cards, and weighted lap pads, all designed to support guests who might feel overwhelmed by their surroundings.

"Congratulations to the Grand River Center staff and OVG for achieving this certification," said Dubuque Mayor Brad Cavanagh. "The City is proud to partner with an organization committed to being inclusive and accessible to all and grateful they have made this investment in training to be a welcoming venue."

Before visiting the Grand River Center, families can download the free KultureCity App to explore the sensory features and their locations. The app also provides a social story to preview what to expect during their visit. With this app, everyone can stay informed and prepared, ensuring a smooth and enjoyable experience for all.

About Oak View Group

Oak View Group (OVG) is the global leader in live experience venue development, management, premium hospitality services, and 360-degree solutions for a collection of world-class-owned venues and a client roster of arenas, stadiums, convention centers, music festivals, performing arts centers, and cultural institutions. Founded by Tim Leiweke and Irving Azoff in 2015, OVG is the leading developer of major new venues either open or under development across four continents. Visit [OakViewGroup.com](https://oakviewgroup.com), and follow OVG on [Facebook](#), [Instagram](#), [LinkedIn](#), and [X](#).

#

CONTACT:

Ryan Bonifas, General Manager
Grand River Center
563.239.9734
Ryan.Bonifas@oakviewgroup.com

From: Rachel Jacobson <Rachel.Jacobson@oakviewgroup.com>
Sent: Tuesday, October 1, 2024 11:04 AM
To: Rachel Jacobson
Subject: Grand River Center Winner of the 2024 Stella Award - Best Convention Center in the Midwest

This sender is trusted.



Grand River Center Winner of the 2024 Stella Awards, Recognizing Excellence in the Meeting Industry

* [CLICK HERE FOR LINK TO PHOTOS](#) *

(DUBUQUE, IA – October 1, 2024) Oak View Group, operators of the Grand River Center, are proud to announce that the Grand River Center won the 2024 Northstar Stella Award, earning the gold medal for Best Convention Center in the Midwest. Receiving this award showcases our commitment to excellence, reflecting our team's dedication and the exceptional experiences we provide during each event.

The Stella Awards honor excellence across key industry segments: hotels, convention and conference centers, airlines, cruise lines, DMOs/CVBs and DMCs. This year's winners, selected from more than 8,000 votes and 1,000 nominations, exemplify overall excellence, superior food and beverage offerings, professionalism of staff, sustainability initiatives, and other critical aspects of the meetings and events experience.

"I am truly humbled to accept this distinguished Stella Award on behalf of our remarkable team," said General Manager Ryan Bonifas. "To be acknowledged among so many outstanding convention centers speaks volumes about the dedication and effort our team invests in creating memorable experiences for our guests every day. This achievement would not have been possible without the steadfast support of Oak View Group, the City of Dubuque, and Travel Dubuque. We are inspired by this recognition and will continue striving to enhance our service and venue management."

Receiving the 2024 Northstar Stella Award for Best Convention Center in the Midwest is a true reflection of the Grand River Center team's unwavering commitment to excellence. This recognition underscores their dedication to providing outstanding experiences for clients and guests. The Grand River Center is proud to be counted among the top venues in the region and remains committed to upholding the highest standards in service, hospitality, and event execution. This award not only honors our accomplishments but also motivates us to continually elevate the quality of future events.

"The Stella Award from Northstar Meetings Group recognizes excellence, and for over 20 years, the Grand River Center has consistently exemplified this standard. The venue is repeatedly chosen by meeting planners, some of whom have been returning for two decades. Whether it's hosting winter sports teams, local businesses, or various events, the Grand River Center's combination of stunning facilities and exceptional service from the Oak View Group makes it the premier meeting destination in the Midwest," said Keith Rahe, President & CEO of Travel Dubuque.

The Grand River Center has also been honored as a top destination for meetings and conventions by *Facilities and Destinations* magazine, receiving the prestigious Prime Site Award. This annual award recognizes the top convention and exposition centers in the U.S., highlighting venues that excel in highly competitive meeting markets, as chosen by clients.

About Oak View Group

Oak View Group (OVG) is the global leader in live experience venue development, management, premium hospitality services, and 360-degree solutions for a collection of world-class-owned venues and a client roster of arenas, stadiums, convention centers, music festivals, performing arts centers, and cultural institutions. Founded by Tim Leiweke and Irving Azoff in 2015, OVG is the leading developer of major new venues either open or under development across four continents. Visit OakViewGroup.com, and follow OVG on [Facebook](#), [Instagram](#), [LinkedIn](#), and [X](#).

#

CONTACT:

Ryan Bonifas, General Manager
Grand River Center
563.239.9734
Ryan.Bonifas@oakviewgroup.com

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE:	Veterans of Foreign Wars 125th Birthday (September 29, 2024)
SUMMARY:	On behalf of the Dubuque Veterans of Foreign Wars Leo A. Schwind – Gerald F. Winter Post 508.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	1. Proclamation

PROCLAMATION

WHEREAS, the Veterans of Foreign Wars of the United States of America is celebrating a fantastic milestone: the 125th birthday of the most excellent service organization in the world; and

WHEREAS, the VFW believes in protecting and fighting for those brave enough to fight for us, the residents of the United States; and

WHEREAS, the VFW came into existence to address the issues plaguing our country's returning veterans from the Spanish-American War on the evening of the 29th of September, 1899; and

WHEREAS the Dubuque Veterans of Foreign Wars Leo A. Schwind – Gerald F. Winter Post 508 was established on October 2nd, 1920, becoming Iowa's first and oldest existing VFW Post; and

WHEREAS the founders were willing to make a difference by making things right for those who deserved it most; and

WHEREAS the VFW has held to its founding principles and remained unwavering in its advocacy efforts for veterans, service members, and their families for 125 years.

NOW, THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY RECOGNIZE THE VETERANS OF FOREIGN WARS ON ITS 125TH BIRTHDAY FOR THE INVALUABLE DIFFERENCE IN THE LIVES OF GENERATION OF VETERANS, SERVICE MEMBERS, AND THEIR FAMILIES.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by Dubuque VFW Post 508 Adjutant, and former VFW Post 9663 Past Senior Vice Commander and Adjutant, Bob Felderman. Accepted by Post 508 Commander Wayne Brown.

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: National Lead Poisoning Prevention Week (October 20-26, 2024)

SUMMARY: On behalf of the Health Services Department and Housing and Community Development Department.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, lead exposure to children can result from multiple sources and can cause irreversible and life-long health effects; and

WHEREAS, lead is especially dangerous to children under the age of 6 because of their critical growth and development during the early years; and

WHEREAS, almost 5% of the children tested in the City of Dubuque in 2024 were above the CDC level of concern of; and

WHEREAS, lead poisoning is preventable; the key is to keep children from coming into contact with lead sources, particularly lead paint and lead in water service lines; and

WHEREAS, The City of Dubuque offers funding, education and information to remove lead based paint hazards and replace lead service lines to make Dubuque's homes lead safe for our children; and

WHEREAS, the Iowa Department of Health and Human Services recommends children be tested early and often through their health care provider or the Dubuque Visiting Nurses Association.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 20TH THROUGH 26TH OF OCTOBER 2024 AS

“National Lead Poisoning Prevention Week”

IN THE CITY OF DUBUQUE, IOWA AND ADVISE THE COMMUNITY OBSERVE THIS WEEK WITH APPROPRIATE PROGRAMS AND ACTIVITIES DESIGNED TO ENHANCE PUBLIC AWARENESS OF LEAD POISONING PREVENTION AND THE WAYS WE CAN PROTECT OUR FAMILIES FROM LEAD POISONING.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by: Mary Rose Corrigan.

2020: Submitted and Accepted by Housing and Community Development Director Alexis Steger.

2019: Submitted Public Health Specialist Mary Rose Corrigan and accepted by Resiliency Coordinator Sharon Gaul.

2002: Submitted by C. Johnson, City Health Department. Accepted by Mary Rose Corrigan and Michelle Lowe.

**City of Dubuque
City Council**

PROCLAMATIONS # 3.

ITEM TITLE: Lights On Afterschool Week (October 21-27, 2024)
SUMMARY: On behalf of St. Mark Youth Enrichment.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation

PROCLAMATION

- WHEREAS, afterschool programs provide critical support for the academic growth and well-being of youth and offer new experiences and opportunities that help young people learn and grow. Afterschool programs provide innovative, hands-on opportunities for youth to engage in learning and connect with caring adults and peers in a safe and supportive environment. These supports are all the more important today; and
- WHEREAS, St. Mark Youth Enrichment has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and
- WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year, the week of October 21, 2024, promotes the importance of quality afterschool programs in the lives of children, families, and communities; and
- WHEREAS, nearly 25 million families report that they would enroll their child in an afterschool program if one were available; for every child in a program, four are waiting to get in; and
- WHEREAS, many afterschool programs across the country are facing operating challenges so severe that they must consider closing their doors and turning off their lights; and
- WHEREAS, the City of Dubuque is committed to investing in the health and safety of all young people by providing expanded learning opportunities that help our children learn and grow, while helping them develop the skills essential for success in life and work.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE WEEK OF OCTOBER 21, 2024 AS

“LIGHTS ON AFTERSCHOOL WEEK”

IN THE CITY OF DUBUQUE, IOWA AND ENTHUSIASTICALLY ENDORSE LIGHTS ON AFTERSCHOOL AND COMMIT OUR COMMUNITY TO ENGAGE IN INNOVATIVE AFTERSCHOOL PROGRAMS AND ACTIVITIES THAT ENSURE THE LIGHTS STAY ON AND THE DOORS STAY OPEN FOR ALL CHILDREN AFTER SCHOOL.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC, City Clerk

2024: Submitted and accepted by Beth McGorry, Director of Donor Relations, St. Mark Youth Enrichment, bmcgorry@stmarkyouthenrichment.org

2023: Submitted and accepted by Beth McGorry, Director of Donor Relations, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2022: Submitted and accepted by Beth McGorry, Director of Donor Relations, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2021: Submitted and accepted by Beth McGorry, Outreach Coordinator, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2019: Submitted and accepted by Beth McGorry, Outreach Coordinator, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2018 Submitted and accepted by Beth McGorry, Outreach Coordinator, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2017: Submitted and accepted by Beth McGorry, Outreach Coordinator, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org

2016: Submitted and accepted by Beth McGorry, Outreach Coordinator, St. Mark Youth Enrichment, 1201 Locust St., Dubuque, IA 52001, <http://www.stmarkyouthenrichment.org/>, (563) 582-6211 ext. 102, bmcgorry@stmarkyouthenrichment.org <

2015: N/A

2014: Submitted by Jessica Pape, Director of Development, St. Mark Youth Enrichment, 1201 Locust Street, Dubuque, IA 52001, (563) 582-6211 ext. 102, jpape@stmarkyouthenrichment.org. Accepted by Director of Programs Amanda Avenarius,

**City of Dubuque
City Council**

PROCLAMATIONS # 4.

ITEM TITLE: Dubuque Climate Action Day (October 24, 2024)

SUMMARY: On behalf of Sustainable Dubuque.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

- WHEREAS, 350.org is an international campaign advocating for a global climate treaty to reduce carbon dioxide levels below 350 parts per million, having successfully organized a day of climate action on October 24, 2009, across 5,000 locations worldwide; and
- WHEREAS, the City of Dubuque signed the U.S. Mayors Climate Protection Agreement in 2006, committing to meet or exceed Kyoto Protocol targets; and
- WHEREAS, the City of Dubuque is challenged by the localized effects of climate change, including heavier rains, an increased risk of flash flooding, surface drought conditions, and extreme heat; and
- WHEREAS, Dubuque's dedication to combating climate change necessitates coordinated city operations and policies that promote sustainable development, economic prosperity, environmental integrity, and social equity; and
- WHEREAS, Dubuque is one of 100 cities globally participating in the Youth Climate Action Fund Program, demonstrating a commitment to youth-led climate solutions and community engagement through microgrants and initiatives; and
- WHEREAS, Youth Climate Action Fund participants enrich the lives of their community members, demonstrate initiative, community-centered dedication, and commitment to climate action, helping to meet community greenhouse gas reduction goals, by creating and executing a project that will engage and effect citizens, the environment, and their future endeavors; and
- WHEREAS, October 24th serves as a day to recognize the efforts of Youth Climate Action Fund participants and others in Dubuque dedicated to sustainability, inspiring further community involvement in climate action.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 24TH OF OCTOBER 2024 AS

"DUBUQUE DAY OF CLIMATE ACTION"

IN THE CITY OF DUBUQUE AND URGE OUR COMMUNITY TO THANK YOUTH CLIMATE ACTION FUND PARTICIPANTS AND OTHERS ENGAGED IN SUSTAINABILITY FOCUSED INITIATIVES FOR THEIR SERVICE TO OUR COMMUNITY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC, City Clerk

2024: Submitted by Gina Bell. Accepted by:

**City of Dubuque
City Council**

PROCLAMATIONS # 5.

ITEM TITLE: Trick or Treat Night (October 31, 2024)
SUMMARY: On behalf of the City of Dubuque.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, cornstalks, pumpkins, and a golden moon will herald the cool weather of autumn and the entertaining holiday of Halloween; and

WHEREAS, Halloween is the fun time of year when young and old become creative and emerge as ghosts, devils, witches, cartoon characters, superheroes, and more; and

WHEREAS, all manner of delightful, costumed individuals go from house to house on their annual journey for candy and treats, announcing their arrival with a hearty "Trick or Treat!"

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THURSDAY, OCTOBER 31, 2024, AS:

"TRICK-OR-TREAT NIGHT"

DURING THE HOURS OF 5:30 PM TO 7:30 PM IN THE CITY OF DUBUQUE, IOWA, AND URGE ALL MOTORIST TO BE WATCHFUL OF OUR YOUNGSTERS MAKING THEIR ANNUAL ROUNDS.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque, Iowa, to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2023: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2022: Submitted by the City Clerk's Office and accepted by Mayor Cavanagh.
2021: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2020: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2019: Submitted by the City Clerk's Office and accepted by Mayor Pro Tem Rios.
2018: Submitted by the City Clerk's Office and accepted by Mayor Pro Tem Del Toro.
2017: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2016: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2015: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2014: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2013: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2012: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2011: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2010: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2009: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2008: Submitted by the City Clerk's Office and accepted by Mayor Buol.
2007: Submitted by the City Clerk's Office and accepted by Mayor Buol.

**City of Dubuque
City Council**

PROCLAMATIONS # 6.

ITEM TITLE: Extra Mile Day (November 1, 2024)
SUMMARY: On behalf of Extra Mile America and the Office of Community Impact.
SUGGESTED DISPOSITION:

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, Dubuque, Iowa, is a community which acknowledges that a special vibrancy exists within the entire community when its individual residents collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Dubuque, Iowa, is a community which encourages its residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Dubuque, Iowa, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Dubuque, Iowa, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM NOVEMBER 1, 2024, AS

EXTRA MILE DAY

IN THE CITY OF DUBUQUE, IOWA, AND URGE EVERYONE IN THE COMMUNITY TO TAKE TIME ON THIS DAY TO NOT ONLY “GO THE EXTRA MILE” IN HIS OR HER OWN LIFE, BUT TO ALSO ACKNOWLEDGE ALL THOSE WHO ARE INSPIRATIONAL IN THEIR EFFORTS AND COMMITMENT TO MAKE THEIR ORGANIZATIONS, FAMILIES, COMMUNITY, COUNTRY, OR WORLD A BETTER PLACE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC, City Clerk

2024: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America

2023: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America, 310-619-3205, Christine@ExtraMileAmerica.org.and accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2022: Submitted by Christine Ott, Director of Media and Public Outreach for Extra Mile America, 310-619-3205, Christine@ExtraMileAmerica.org.and accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2021: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2020: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2019: Submitted by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Accepted by AmeriCorps Director Heather Satterly of Leisure Services. One original for Heather. One scan emailed to Ms. Ott.

2018: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Original mailed August 23, 2017. Introduced at the November 5, 2018 meeting in conjunction with another proclamation.

2017: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org. Original mailed August 23, 2017.

2016: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 310-619-3205, Christine@ExtraMileAmerica.org.

2015: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2014: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2013: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org.

2012: Submitted for signature only by Christine Ott. Director of Media and Public Outreach, 916-410-7835, Christine@ExtraMileAmerica.org

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	Civil Service Commission of October 2, 2024; Equity and Human Rights Commission of August 13, 2024; Library Board of Trustess Updates of August 22 and September 26, 2024; Resilient Community Advisory Commission of September 5, 2024; Proof of Publication for City Council Proceedings of September 16, 2024.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Civil Service Commission Minutes
2. Equity and Human Rights Commission Minutes
3. Library Board of Trustees Council Update_8-22
4. Library Board of Trustees Council Update_9-26
5. Resilient Community Advisory Commission Minutes
6. Proof of Publication City Council Proceedings 9 16 24

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION
Date: October 2, 2024
Time: 3:30 PM
Place of Meeting: City Hall – Conference Room C – 50 W 13th St.

Present: Commissioners Scott Crabill, Dan White, Carla Heathcote (virtually)
Also present: Chief of Police Jensen, Police Captain Baxter

Commissioner White called the meeting to order at 3:36 p.m.

1. Approval of minutes from the August 22, 2024 meeting. Motion by Crabill to approve the minutes as submitted. Seconded by Heathcote. Motion carried 3-0.
2. Certify the list for the position of Police Officer. Motion by Crabill to certify the list for the position of Police Officer. Seconded by Heathcote. Motion carried 3-0.
3. Adjournment. Motion by Crabill to adjourn at 3:44 p.m. Seconded by White. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

EQUITY AND HUMAN RIGHTS COMMISSION MEETING MINUTES
August 13, 2024

DATE: Tuesday, August 13, 2024

TIME: 4:30 PM

LOCATION: Multicultural Family Center, 1157 Central Avenue, Dubuque, IA 52001

The meeting was called to order at approximately 4:30 pm.

Commissioners Present: Jake Kurczek, Dave Heiar, Matthew Zanger, Nikkole Nutter, Rick Baumhover, Maita Jolet (virtual)

Commissioners Absent: Michaela Freiburger, Enoch Sanchez, Theresa Sampson-Brown

Staff Present: Gisella Aiken Shadle; Chief of Equity and Human Rights

Approval of Meeting Minutes

Chairperson Kurczek motioned, Heiar seconded, to approve the minutes from the July 9, 2024.

Public Input

No members of the public were present to provide input.

Reports

Caseload Report

The Equity & Human Rights Commission's July 2024 report indicates one new complaint logged during the month, with 14 active investigations ongoing. The fiscal year 2025 has seen three cases closed so far, matching the total number of cases for the year. In the previous fiscal year (FY24), 11 complaints were officially filed, with two withdrawn, two mediated, and seven still open. An example case from July 2024 involved allegations of workplace harassment and discrimination based on race and sexual orientation at a local restaurant, resulting in the complainant's termination. The report highlights the distinction between initial inquiries and officially filed complaints, noting that many initial contacts do not result in formal discrimination cases due to various factors.

Chairperson's Report

Chairperson Kurczek has been researching other commission in Iowa and how they operate. Commissions are largely inactive across the state and/or information is difficult to find. Davenport has a very active commission with many cases each year.

Director's Report

Reviewed the FY 2024 Awardees for the Equitable Community Grant – Red Basket Project and Hills and Dales. Grants were given for \$5,000 to each awardee. Considering changing the amount for next year.

Staffing continues to be on hold until it is determined what the community will need for the role within the department.

Old Business:

None.

New Business:

- o Report on FY24 Equitable Community Grant applicants
10 applicants, two chosen for \$5,000 each
- o Subcommittees / Ordinance update
No new information, an update will be provided in the September meeting.
- o Planning update for a community event/speaker for the Fall
- o Commissioner participation in public outreach events
Past Events – Back to School Bash, National Night Out, DBQFest
Upcoming Events – Latinx Fiesta
- o September conference for League of Iowa Civil and Human Rights Agencies Conference
in Davenport. Invitation for commissioners to attend.
- o Requesting a resignation from Enoch due to attendance issues.

Reflections and Updates

The commission would like to have the Community Impact Director at a future meeting. The commission would like further direction on the ordinance from City Attorney and/or City Manager.

Adjournment:

Motion to adjourn at approximately by Kurczek, seconded by Baumhover. All in favor. The meeting ended at 5:57 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, September 10 at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: _____

Minutes approved as corrected: _____

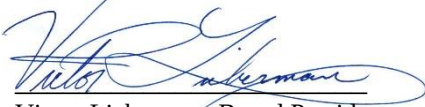
*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting August 22, 2024*

Present: Victor Lieberman, President; Alanda Gregory, Vice President; Andy Bland, Secretary; and Trustees, Greg Gorton, Christy Monk, and Pam Mullin

- The Board approved library expenditures.
- The Board of Trustees welcomed back Christy Monk for another four-year term and Board President Victor Lieberman appointed trustees to subcommittees.
- The Library has been added to Travel Dubuque's Viking Cruise Art Tour for the fall.
- Youth Summer Reading stats saw over 1,400 youth sign ups and 280 teen sign ups. More than 2,400 books were distributed to our community this summer between combined efforts of the summer reading program, AmeriCorps visits to childcares, and other summer reading partners such as St. Mark Youth Enrichment
- The Library is excited to be partnering with Loras College Honors Students and Voices Studios to celebrate "The Forbidden Bookshelf" mural.
- The Library has seen success in several programming efforts this summer including:
 - Self-defense classes, particularly the classes geared toward adults with mobility issues
 - BESTIE Club (Bonding & Eating Snacks Together Is Excellent) which is intergenerational programming.
 - Teen summer lock in (44 teens in attendance)
 - Library Maker Space at DubuqueFest (Over 700 engagements)

July 2024 Highlights	Count
Total Checkouts	47,051
Total Visitors	21,029
Total Program Attendance	4,435
Total Computer/Wi-Fi Use	11,041

Library Board of Trustees



Victor Lieberman, Board President
Alanda Gregory, Vice-President
Andy Bland, Board Secretary
Robert Armstrong
Greg Gorton
Christy Monk
Pam Mullin



Nick Rossman, Library Director

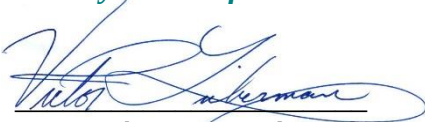
*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting September 26, 2024*

Present: Victor Lieberman, President; Alanda Gregory, Vice President; Andy Bland, Secretary; and Trustees, Diann Guns, Christy Monk, and Pam Mullin

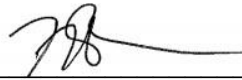
- The Board approved library expenditures.
- The Board of Trustees welcomed Diann Guns to the Board of Trustees.
- The Art @ your Library show for October and November will feature Stephanie Funke, Kara Maxwell, and Kathleen Martin.
- Library staff spent September 12 at Tacktics Galena engaging in team building and communication professional development training with live horses. The experience of working with the animals was overwhelmingly positive.
- Banned Books week takes place from September 22 – 28. The library is celebrating with an internal display of challenged materials and a corresponding theme with Voices Studios and Loras College 2026 Honors Group Forbidden Bookshelf Mural being painted on the Jaycee's building at 890 Iowa Street. The Carnegie-Stout Public Library Foundation will also be present at the September 28 Farmer's Market promoting the library, celebrating intellectual freedom, the new mural and more!
- In partnership with DMASWA (Dubuque Metropolitan Area Solid Waste Agency), we now have a battery recycling station that allows the public to drop off cell phones, small rechargeable batteries, laptops, and electrical cords.
- Maker Space staff attended Steeple Square's Community Festival on September 8 and gave away 3D printed "helicopters".

August 2024 Highlights	Count
Total Checkouts	43,149
Total Visitors	17,896
Total Program Attendance	2,183
Total Computer/Wi-Fi Use	13,349

Library Board of Trustees



Victor Lieberman, Board President
Alanda Gregory, Vice-President
Andy Bland, Board Secretary
Robert Armstrong
Greg Gorton
Christy Monk
Pam Mullin



Nick Rossman, Library Director

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 9/05/2024

TIME: 5:00 pm

LOCATION: Jule Operations and Training Center (JOTC) Circle Conference Room, 949 Kerper Blvd.

MEMBERS PRESENT: Josh Chamberland, Jake Kohlhaas, Dean Boles, Sandra Evans, Lalith Jayawickrama, Robin Kennicker (late, arrived at 5:38pm)

MEMBERS ABSENT: N/A

STAFF PRESENT: Gina Bell , Michelle Kim

Chair Kohlhaas called the meeting to order at 5:07pm

TEST AGENDA

MINUTES APPROVAL: Evans motioned to approve the August minutes. Boles seconded. Motion carried. Jayawickrama abstained

PUBLIC COMMENT: N/A

NEW BUSINESS

- Unified Development Code Update by Sheena Moon
 - Planning staff met with consultant (Camiros) on Sept 3, 2024 to make sure the City and the consultants were on the same page. This meeting's purpose was to Identify who are the key stakeholders, what info the consultant needs, share the Climate Action Plan, share the Imagine Dubuque plan,
 - Striking a balance between promoting development and holistic city interests
 - Stakeholder engagement is key
 - Community engagement, technical advisory committee, developers round table, city boards, city commissions, and committees (Long Range planning advisory committee, Zoning board of adjustment, housing commission, resilient community advisory commission, development review)
 - Parking is going to be a huge discussion, especially when it comes to sustainability
- Dubuque colleges Sustainability coalition update by Ashley Noonan
 - It's a collection of 7 area colleges who are all coming together and working on issues of sustainability.
 - Strong focus on economic benefits and funding of sustainability measures
 - Looking at capacity constraints that make sustainable measures difficult
 - Partnering with community groups and making sure that there is an feasible way to follow through with sustainable measures after the sustainable colleges coalition gives a donation or etc.

- They have been doing a lot of info sharing between the stakeholders. What's working and what isn't?
- How are people addressing barriers within their institutional structure
- At UD there are a couple of pilot efforts and have been info sharing with the other colleges
 - Two students are doing waste research, waste education, assessing the flow of waste through the institution
 - How do we minimize our waste?
- Using EnergyStar – metering is weird! Asking questions and digging to understand why things are the way they are
- Sept 19th à International Day of Peace
- Oct 2nd à Waste panel at Clark University: starting conversations around food waste. How do we know our recycling and compost programs are effective? How do we continue to assess and measure that. Talking more about hard to recycle materials.
- Oct 7th-9th à Iowa waste and recycling conference
- Emmaus, NICC, Loras colleges have some native vegetation gardens that could possibly be good to do pesticide free garden tours in.
- Sustainability staff will be working on our budget request
 - Permanency for Michelle's position
 - Does the commission have anything that they want us to consider?
 - Street maintenance, Chaplain Schmitt development, parks maintenance à is there a way that the Office of Sustainability can support these priorities? There seems to be so many missed opportunities for small sustainable changes. Thinking holistically about street maintenance.
 - The commission might have interest in some of these goals if the commission understood the details a little more
 - Sustainability staff are being realistic about what they have capacity to take on
- SD Grant Subcommittee
 - Gina will send out the applications and the rubric to subcommittee 9/16
 - Robyn, Jake, and Sandra are willing to be on the subcommittee
- State & Federal Legislative Priorities
 - Net metering is going away in Illinois, it's expecting that that's going to come back to Iowa. We need to flag this. Solar companies are worried about this as well
 - What are you seeing at the state level that we want to advocate for?
 - Adopting a more robust energy code than 2012
 - Using solar farms as an opportunity to plant natives for pollinators
 - Water sense all buildings, but this needs to start with the city. City needs to start these things in city buildings and then show data on how much \$ is saved
 - We will leave this on the agenda for future discussions

OLD BUSINESS

- a. Urban Ag Guide
 - a. Josh wrote the letter to city council supporting the additions to the urban ag guide
 - b. Commission did some minor edits on the letter

HOW DID I SHOW UP? COMMISSIONER REPORTS:

Dean: Community development advisory commission had a public meeting for the consolidated action plan report

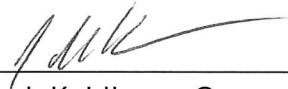
Robin: Parks and recs commission had tours of some pools, these pools need maintenance or to be replaced. There's a lot of discussion for a new aquatic center, possibly need to be put in the North end

Lalith: Sponsored a free community library in his home country with hopes to propagate this to other areas.

Josh: Met with City Councilman David Resnick, continues to advocate for City Council and Mayor to meet with RCAC.

NEXT MEETING: The next commission meeting will occur on October 3, 2024, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

ADJOURNMENT: The Commission adjourned at 6:38 pm.

Minutes approved by: 
Jacob Kohlhaas, Commission Chair

Prepared by: 
Michelle Kim, Climate Action Coordinator

STATE OF IOWA
DUBUQUE COUNTY

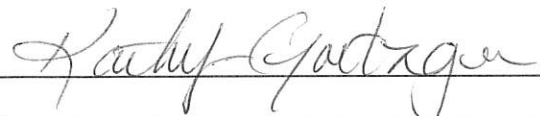
SS:

CERTIFICATE OF PUBLICATION

I, Kathy Goetzinger, a Billing Clerk for Woodward Communications, Inc., an Iowa corporation, publisher of the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, County of Dubuque and State of Iowa; hereby certify that the attached notice was published in said newspaper on the following dates:

09/25/2024

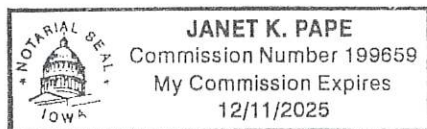
and for which the charge is 429.21



Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 25th day of September, 2024


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:32 p.m. on September 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5 and a work session on the new City Council agenda management software.

CLOSED SESSION

Motion by Jones to convene in closed session at 5:34 p.m. to discuss Confidential Records Chapter 21.5(1)(a) Code of Iowa. Seconded by Farber. Motion carried 7-0.

The City Council reconvened in open session at 6:05 p.m. stating that staff had been given proper direction.

WORK SESSION

New City Council Agenda Management Software Demonstration

City Clerk Breitfelder demonstrated the public portal for CivicPlus's Agenda and Meeting Management Select software, which the City will implement for City Council meeting agendas beginning with the October 7, 2024, City Council meeting.

Responding to a question from the City Council, City Attorney Brumwell stated she would confirm the statute regarding draft notes pertaining to open records requests.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on September 16, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Airport Commission of June 6 and August 13, 2024; City Council Proceedings of August 14, 19, 20, 21, 26 and September 3, 2024; Civil Service Commission of August 22, 2024; Community Development Advisory Commission of July 17, 2024; Equity and Human Rights Commission of July 9, 2024; Library Board of Trustees of January 25, February 29, March 28, 2024; Zoning Advisory Commission of August 7, 2024;

Proof of Publication for City Council Proceedings of August 14, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Abby Stickley for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Abby Stickley for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 283-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. FFY 2025 Iowa Governors Traffic Safety Bureau (GTSB) Grant Funds: City Manager recommended City Council approval to receive \$19,500 in FFY 2025 as a recipient of Iowa Department of Public Safety, Governors Traffic Safety Bureau Grant funds. Upon motion the documents were received, filed, and approved.

6. Resolution Approving the Termination Agreement for the January 2023 Development Agreement by and between the City of Dubuque, Iowa and McCoy Group: Upon motion the documents were received and filed, and Resolution No. 284-24 Approving the Termination Agreement and Release terminating the Development Agreement by and between the City of Dubuque, Iowa and McCoy Group, Inc. was adopted.

7. HHH Enterprises, LLC Lease Renewal: Upon motion the documents were received and filed, and Resolution No. 285-24 Intent to dispose of an interest in real property owned by the City of Dubuque by Lease between the City of Dubuque and HHH Enterprises, LLC was adopted.

8. Acceptance of a Grant of Easement for Public Utilities over CCI5, LLC Property at 1502 Bies Drive, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 286-24 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 1 of Roger F. & Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa was adopted.

9. Acceptance of a Grant of Easement for Public Utilities over Schreiber Property at 1562 Kebbie Drive, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 287-24 Accepting a Grant of Easement for Public Utilities through, over and across Part of Lot 2 of Schreiber Subdivision, in the City of Dubuque, Iowa was adopted.

10. U.S. Hwy 20 and Devon Drive Frontage Road Project - Acceptance of Public Improvement Construction Contract - Project No. 5521000051: Upon motion the documents were received and filed, and Resolution No. 288-24 Accepting the U.S. Hwy 20 and Devon Drive Frontage Road Project and authorizing final payment to the contractor was adopted.

11. Iowa Department of Transportation Storm Sewer and Intake Work Project Notification: Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation, notifying the City Council of storm sewer and intake work on US-20 East bound near the Middle Catfish Creek and Railroad Bridge. Upon motion the documents were received and filed.

12. Authorization to Submit FY24/PY23 Community Development

Block Grant CAPER: Upon motion the documents were received and filed, and Resolution No. 289-24 Authorizing the submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2023 and concluding June 30, 2024 was adopted.

13. Intent to Apply for Local Housing Trust Fund Grant 2025: Upon motion the documents were received and filed, and Resolution No. 290-24 Authorizing submittal of the application for Local Housing Trust Funds to the Iowa Finance Authority was adopted.

14. Nature Everywhere Accelerator Community Application: City Manager shared the application that was filed for the Nature Everywhere Accelerator Community after City Council approved the letter of support and appointment of a city representative at the September 3, 2024, City Council meeting. Upon motion the documents were received and filed.

15. Acceptance of the Comiskey Park Phase 1 Redevelopment Project: Upon motion the documents were received and filed, and Resolution No. 291-24 Accepting Public Improvement Contract for the Comiskey Park Phase 1 Redevelopment Project was adopted.

16. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Top Grade Excavating, Inc. for the E 24th Street Sit Contaminated Soil Removal Project. Upon motion the documents were received, filed, and approved.

17. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 292-24 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque was adopted.

18. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 293-24 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 (Site Demolition & Mass Grading) - Initiate Public Bidding Process and Setting Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 294-24 Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading): preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 7, 2024 in the Historic Federal Building.

2. Proceedings to Set Public Hearing for the Issuance of Not to Exceed \$22,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project Phase I: Upon motion the documents were received and filed and Resolution No. 295-24 Resolution to fix

a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$22,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 7, 2024 in the Historic Federal Building.

3. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1: Upon motion the documents were received and filed and Resolution No. 296-24 Resolution of necessity finding that certain property in and near the North Cascade Road Urban Renewal Area is an Economic Development Area and that the development of said area is necessary in the interest of the residents of the City of Dubuque, Iowa, and setting a date for a hearing on a proposed amended and restated urban renewal plan for said area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Expired term of Jacobs). Applicant: Danielle Jacobs, 3130 Shiras Ave.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena) and one, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard). Applicants: Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At-Large) and Julie Woodyard, 1950 Coates St. (Qualities for At-Large).

PUBLIC HEARINGS

1. Request to Rezone 27 Locust Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report. Applicant Josh Jansen, 11368 Rock Grove Ct., spoke in support of the rezoning and gave a brief overview of the proposed apartment project. City Clerk Breitfelder stated that written input was received by Ken Lin, 1103.5 Iowa St. In response to City Council questions, Mr. Wernimont outlined the separation requirements for existing billboards. He noted that the adjacent parking lot, zoned C-3, is owned by both the City and the Iowa Department of Transportation, and will be utilized for upcoming improvements to the Julien Dubuque Bridge. Nearby property owned by Mr. Lin is in a mixed-use area. City Council Members expressed support for the project, emphasizing the need for more housing and noting its key location as the first impression for motorists entering Iowa. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 54-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 27 Locust Street (PIN 1025426011 and 1025426022) from C-3 General Commercial District to C-4 Downtown Commercial District. Seconded by

Wethal. Motion carried 7-0.

2. Request to Rezone 1090 Radford Road: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Mr. Wernimont provided a staff report. In response to a council question, Mr. Wernimont explained that current policy requires four members of the Zoning Advisory Commission (ZAC) for a quorum. While four members attended the recent meeting, one abstained from voting due to a conflict of interest. He noted that policy allows a simple majority vote from members present who do not have conflicts of interest. Mr. Wernimont also emphasized that the ZAC makes recommendations, but the City Council is the approving body responsible for policy decisions. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 55-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1090 Radford Road (per exhibit a) from CS Commercial Service District to R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

3. Request to Rezone 1142 University Avenue: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Mr. Wernimont provided a staff report. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 56-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1142 University Avenue from C-2 Neighborhood Shopping Center District to R 2 Two-Family Residential District. Seconded by Farber. Motion carried 7-0.

4. Proposed Development Agreement between the City of Dubuque, Iowa and Kineth Hospitality Company, Inc.: Motion by Resnick to receive and file the documents and adopt Resolution No. 297-24 Approving disposal of an interest in real property owned by the City of Dubuque by sale through a Development Agreement with Kineth Hospitality Company, Inc. Seconded by Jones. Ben Kineth, Executive Vice President of Kineth Hospitality Company, Inc., briefly summarized the project and its potential benefits to the community. City Council Members voiced support for the project, highlighting the need for more hotels to support tourism and its convenient location near the Mississippi River and downtown attractions. Motion carried 7-0.

5. Community Development Block Grant FY24 Annual Action Plan Amendment #1 Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 298-24 Adopting the Fiscal Year 2025 (Program Year 2024) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1. Seconded by Wethal. Motion carried 7-0.

6. Vacating of a portion of a Storm Water Detention Basin Access Easement across a Part of Lot 2 of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa, common address 3100 Cedar Crest Ridge: Motion by Resnick to receive and file the documents and adopt Resolution No. 299-24 Disposing of

property by vacating city interest in a portion of a Storm Water Detention Basin Access Easement through, over, and across part of Lot 2 of Cedar Ridge Farm Place # 10, in the City of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

7. Public Hearing - State Revolving Fund (SRF) Loan - Environmental Review Bipartisan Infrastructure Law State Revolving Fund (SRF) Private Lead Service Line Replacement Pilot Program: Motion by Wethal to receive and file the documents and adopt Resolution No. 300-24 State Revolving Fund (SRF) Loan - Environmental Review Private Lead Service Line Replacement Pilot Program: Approval of an Environmental Review as provided by SRFs Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program. Seconded by Sprank. In response to City Council questions, Water Department Director Chris Lester explained that the program revision expands the eligibility area, as the initial timeframe did not reach the maximum of 585 properties. He added that city staff sent letters to eligible residences based on census tract data to notify them of their qualification for the program. Motion carried 7-0.

8. Water Department Operations SCADA System Upgrade Project - Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 301-24 Approval of plans, specifications, form of contract, and estimated cost for the Water Department Operations SCADA System Upgrade Project. Seconded by Resnick. In response to a council question, Mr. Lester explained that the current system is outdated, and the new system will improve efficiency. City Council Members expressed enthusiasm for the modernization. Motion carried 7-0.

PUBLIC INPUT

Diane Heiken, Susan Cerwin, and Diane Pile, all of 1865 Radford Rd., spoke about a bed bug infestation in their apartment complex and expressed concerns over city policy that limits involvement to units with a confirmed infestation. They advocated for a policy change that would allow the city to address the entire apartment complex to resolve the issue.

ACTION ITEMS

1. National Police Woman Day Photo: Motion by Roussell to receive and file the documents. Seconded by Jones. Police Chief Jeremy Jensen shared a photo of the women of the Dubuque Police Department in recognition of National Police Woman Day on September 12. Police Officer Kim Hoover spoke about Dubuque hosting the Iowa Association of Women Police Conference in March of 2026. Assistant City Manager Cori Burbach stated that Officer Hoover is co-chair of the recently created Women Rising Together Employee Resource Group. City Council Members praised the leadership of female police officers and emphasized the importance of further expanding the presence of women in the field. Motion carried 7-0.

2. Keymont Drive Pavement Rehabilitation Project - Award Public Improvement Contract - Project No. 5521000018: Motion by Farber to receive and file the documents and adopt Resolution No. 302-24 Awarding Public Improvement Contract for the Keymont Drive Pavement Rehabilitation Project. Seconded by Sprank. Responding to a council question, Assistant City Engineer Bob Schisel stated that all contractors bid on the same project specifications. City Council Members expressed gratitude to Keymont Drive residents for their patience with

the project's initiation. Motion carried 7-0.

3. Approval of Sublease and Operations Agreement with Dubuque Forward LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 303-24 Approving a Sublease and Operations Agreement between the City of Dubuque, Iowa and Dubuque Forward LLC. Seconded by Sprank. In response to City Council questions, City Manager Van Milligen explained that the City will sub-lease the park from Dubuque Forward LLC. While the City will handle park maintenance, Dubuque Forward LLC will cover all associated costs. The park, named 897 Central Park, had the City Council's preferences incorporated into its lease terms. City Attorney Brumwell cited Chapter 670 of the Iowa Code concerning city liability. City Council Members praised the park and advised that the City should be involved early in future private projects seeking to collaborate with the City. Motion carried 7-0.

4. Request to Amend City Ordinance on Speed Limit Reduction - Peru Road from Roosevelt Street to City Limits: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. City Council Members expressed support for the speed limit reduction to 35 miles per hour on Peru Road from Roosevelt Street to City Limits (Tanzanite Drive). Motion carried 7-0. Motion by Jones for final consideration and passage of Ordinance No. 57-24 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions, Section 9-7-321.285 Limits Generally. Seconded by Sprank. Motion carried 7-0.

5. Greater Dubuque Development Corporation Request to Convert Format of Quarterly Updates to Work Sessions: Motion by Sprank to receive and file the documents and refer to council. Seconded by Roussell. City Council Members expressed support for converting the format of Greater Dubuque Development Corporation's quarterly updates to City Council work sessions. The first Greater Dubuque Development Corporation Quarterly Update Work Session will occur at 6:00 p.m. on October 21, 2024. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on volunteering at the Dubuque Farmers Market and AmeriCorps 30th anniversary celebration.

Council Member Sprank reported on the Dubuque Area Labor Harvest food giveaway, the Blocktoberfest event, the Dubuque Oktoberfest event, and Alpine Mobile Home Park recently forming a neighborhood association.

Council Member Wethal reported on the Boards and Commissions annual picnic and Outside the Lines Art Gallery's Great Draw Street Art Competition.

Council Member Jones also reported on the Boards and Commissions picnic.

Council Member Farber reported on the Boards and Commissions picnic and the ribbon cutting for 897 Central Park.

Mayor Cavanagh reported on Dubuque Oktoberfest, recently welcoming international students to Dubuque, delivering his annual State of the City address, and the Nathaniel Morgan Memorial event. Mayor Cavanagh also made a statement regarding to the recent assassination attempt on President Donald Trump.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Assistant City Attorney Jason Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:21 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:21 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 9/25

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE: Approval of City Expenditures

SUMMARY: City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 10.21.24
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Exceptions
4. Expenditure Report - Approvals



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: October 15, 2024

Finance is submitting the following expenses to City Council for approval at the October 21, 2024 meeting. Payments on these expenses will be made October 23, 2024.

In addition, Finance is submitting expenses paid since October 9, 2024 to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

Pursuant to Iowa Code §372.13A *Payments without prior authorization of council*, all expenses are submitted to City Council for approval before payment, except if approved by prior City Council action or are exempt under City Council resolution 142.18.

RESOLUTION NO.

AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures attached hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this _____ day of _____, 20__.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515296	10/16/2024	1800TShirts	\$ 40.00	Transit Employee Uniforms
250400010	10/10/2024	3C PAYMENT USA CORP	121.00	FY25 PARK ACH FEES
1011113	10/16/2024	563 DESIGN PLLC	17,912.50	MFC Design Professional Service Agreement
1011113	10/16/2024	563 DESIGN PLLC	500.00	Locust Street Ramp
250400006	10/10/2024	7G DISTRIBUTING LLC	304.05	Alcohol Charges for Bunker Hill
250400007	10/10/2024	7G DISTRIBUTING LLC	161.55	Alcohol Charges for Bunker Hill
1011067	10/16/2024	A & G ELECTRIC COMPANY	855.36	Retrofit non-working HPS Five Flags Ramp
1011121	10/16/2024	ACCURATE ANALYTICAL TESTING	65.00	2710 Washington LHH21 Dust Wipes
1011121	10/16/2024	ACCURATE ANALYTICAL TESTING	36.00	389 Glen Oak HH Accurate Dust Wipes
1011068	10/16/2024	ADDOCO INC	80.00	MULCH FOR GREENHOUSE
1011039	10/9/2024	ADVANTAGE SHEET METAL INC	190.00	Fed Bldg - VFD 2 in Alarm - Service Call
1011039	10/9/2024	ADVANTAGE SHEET METAL INC	3,120.00	Five Flags Ramp IT Room Service
1011039	10/9/2024	ADVANTAGE SHEET METAL INC	925.00	Intermodal Ramp Fan Motor
1011103	10/16/2024	AHMANN'S LAWN CARE INC	325.00	LAWN CARE AT MCGRAW HILL
1011108	10/16/2024	AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
1011108	10/16/2024	AIRGAS USA LLC	20.36	Medical Oxygen for Ambulances
1011108	10/16/2024	AIRGAS USA LLC	52.53	Medical Oxygen for Ambulances
1011108	10/16/2024	AIRGAS USA LLC	10.40	Medical Oxygen for Ambulances
1011040	10/9/2024	A-L-L EQUIPMENT	1,967.00	Air Compressor Maintenance - Bld #20 - 09/11/24
1011144	10/16/2024	A-L-L EQUIPMENT	619.00	SERVICE AIR COMPRESSORS
515259	10/16/2024	ALLIANT ENERGY	26.80	FY25: 411 E. 15th St - Blum Site Electricity
515259	10/16/2024	ALLIANT ENERGY	101.24	FY25: 431 Rhombberg - Constr. Trailer Electricity
515259	10/16/2024	ALLIANT ENERGY	22.74	FY25: 510 E. 22nd St
515259	10/16/2024	ALLIANT ENERGY	23.08	FY25: 2356 Washington - BBranch Camera Electricity
515259	10/16/2024	ALLIANT ENERGY	1,646.26	FY25: 535 E. 16th St - Pump Station Electricity
515259	10/16/2024	ALLIANT ENERGY	156.14	ELECTRIC BILLS FOR FY25
515259	10/16/2024	ALLIANT ENERGY	49.31	ELECTRIC BILLS FOR FY25
515259	10/16/2024	ALLIANT ENERGY	2,805.25	ELECTRIC BILLS FOR FY25
515259	10/16/2024	ALLIANT ENERGY	53.26	514 Angella St - Alliant Energy (City Owned)
515259	10/16/2024	ALLIANT ENERGY	2,214.47	FY25: 1157 Central Ave - MFC Building Electricity
515259	10/16/2024	ALLIANT ENERGY	386.92	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515259	10/16/2024	ALLIANT ENERGY	515.11	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
515259	10/16/2024	ALLIANT ENERGY	2,311.10	FY25: 1300 Main St - City Annex Electricity
515259	10/16/2024	ALLIANT ENERGY	4,371.76	FY25: 50 W. 13th St - City Hall Electricity
515259	10/16/2024	ALLIANT ENERGY	5,681.48	FY25: 305 W. 6th St - Federal Building Electricity
515259	10/16/2024	ALLIANT ENERGY	73.64	FY25: W. 5th Restrooms Electricity
515259	10/16/2024	ALLIANT ENERGY	1,696.83	Electricity for Intermodal Sept 24
515259	10/16/2024	ALLIANT ENERGY	1,812.75	Electricity for JOTC Sept 24
1011131	10/16/2024	Amanda Scheller	32.00	Travel Reimbursement to attend Iowa Chiefs Confere
1011126	10/16/2024	AMELIA K NOONAN	280.00	After School Basketball Coach- Amelia Noonan
515324	10/16/2024	ARTLIST LTD	5,000.00	Creative asset licensing-videos and materials
515342	10/16/2024	ASJS Properties, LLC	703.00	1913 Jackson; Lori Nestyby_Secruity Deposit
515327	10/16/2024	AT&T Mobility National Accounts, LLC	1,346.25	SEPTEMBER 2024 PHONE-IPAD FEES
515327	10/16/2024	AT&T Mobility National Accounts, LLC	1,275.11	PHONES-IPADS AUG 29 TO SEPT 28, 2024
1011059	10/9/2024	A-TEC RECYCLING INC	1,674.37	Recycling of Materials
515300	10/16/2024	AUTOMOTIVE ENTERPRISES (AIH)	349.58	FY2025 Franchise Fees
1011130	10/16/2024	Axon Enterprise, Inc.	132,942.30	Axon Annual BWC
1011060	10/9/2024	B G BRECKE INC	42,000.00	Auxiliary Boiler Piping - Bld #75
1011137	10/16/2024	Banner Fire Equipment Inc	1,373.28	Axe Hanger/Pocket Kits for Engine 506
1011057	10/9/2024	BARD MATERIALS CENTRAL	15,278.21	Various Concrete Products
1011057	10/9/2024	BARD MATERIALS CENTRAL	1,675.93	Various Concrete Products
1011057	10/9/2024	BARD MATERIALS CENTRAL	489.75	CONCRETE FOR EPP
1011057	10/9/2024	BARD MATERIALS CENTRAL	362.13	HWY 151 Storm Sewer/1024 Pine St
1011057	10/9/2024	BARD MATERIALS CENTRAL	1,544.70	Thompson Prop Kerper Storm Swr Easement Abandonmen
515303	10/16/2024	BELLEVUE SAND AND GRAVEL	559.40	Golf Course Top Sand
515340	10/16/2024	Ben Fogarty	245.00	After School Basketball Coach- Benjamin Fogarty
515305	10/16/2024	BENJAMIN R HUNT	75.00	Softball Umpire- Ben Hunt
515304	10/16/2024	BENJAMIN W JOHANNSEN	75.00	Softball Umpire- Ben Johannsen
1011082	10/16/2024	BILL MILLER LOGGING INC	900.00	PLAYGROUND MULCH-PARKS
1011082	10/16/2024	BILL MILLER LOGGING INC	90.00	PLAYGROUND MULCH-PARKS
1011082	10/16/2024	BILL MILLER LOGGING INC	420.00	PLAYGROUND MULCH-PARKS
1011082	10/16/2024	BILL MILLER LOGGING INC	420.00	PLAYGROUND MULCH-PARKS
1011082	10/16/2024	BILL MILLER LOGGING INC	420.00	PLAYGROUND MULCH-PARKS
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	43.28	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.84	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.55	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	51.87	UTILITY EXPENSE - GAS
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.84	FY2025 BLANKET PO - GAS COSTS
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	38.69	FY2025 BLANKET PO - GAS COSTS
1011069	10/16/2024	BLACK HILLS/IOWA GAS UTILITY CO	97.15	FY25 JOTC GAS UTILITIES
250400012	10/10/2024	BLUEFIN PAYMENT SYSTEMS LLC	157.75	Monthly Fees
1011138	10/16/2024	BluePath Finance FC IV LLC	1,441.69	UTILITY EXPENSE - ELECTRICITY
515295	10/16/2024	BOOK DEPOT INC	1,670.14	Books for Summer Reading Program, 1000 books befor
1011151	10/16/2024	BOUND TO STAY BOUND BOOKS INC	125.55	Children's books for collection
515321	10/16/2024	BRIANNE M BOALS	280.00	After School Basketball Coach- Brianne Boals
515313	10/16/2024	BRUNE ENTERPRISES LLC	4,725.00	Lawn Mowing Services - FY24

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011071	10/16/2024	CANVAS PRODUCTS INC	75.80	Repair of EMS Bags
1011065	10/9/2024	CAPITAL SANITARY	142.53	Janitorial Supplies
1011065	10/9/2024	CAPITAL SANITARY	177.86	ST2-Rug for Station 2
1011065	10/9/2024	CAPITAL SANITARY	110.05	Janitorial Supplies
1011065	10/9/2024	CAPITAL SANITARY	102.16	Janitorial Supplies
1011065	10/9/2024	CAPITAL SANITARY	343.12	JANITORIAL SUPPLIES FOR PARKS
1011065	10/9/2024	CAPITAL SANITARY	28.28	MISC supplies- BHGC
1011065	10/9/2024	CAPITAL SANITARY	49.59	DUMPSTE GRANULES
1011065	10/9/2024	CAPITAL SANITARY	97.44	MISC supplies- BHGC
1011065	10/9/2024	CAPITAL SANITARY	7.77	MISC supplies- BHGC
1011065	10/9/2024	CAPITAL SANITARY	46.25	MISC supplies- BHGC
1011152	10/16/2024	CAPITAL SANITARY	167.67	Janitorial Supplies - JOTC building
1011152	10/16/2024	CAPITAL SANITARY	7.09	Janitorial Supplies - JOTC building
1011152	10/16/2024	CAPITAL SANITARY	119.27	MISC supplies- BHGC
1011152	10/16/2024	CAPITAL SANITARY	139.00	JANITORIAL SUPPLIES FOR PARKS
515290	10/16/2024	CARUSLE RYAN DIGITAL SERVICES	175.50	Deereville/VH PostCard Mail Handling
515319	10/16/2024	CASEY KNIGHT	50.00	Softball Umpire- Casey Knight
1011099	10/16/2024	CHARLES R GAU	18.96	SEPTEMBER 2024 MILEAGE FOR CHARLIE GAU
1011119	10/16/2024	CHRISTINE J HAPP	275.15	Reimbursement for hosting ICMA YSEALI fellow
1011072	10/16/2024	CINTAS CORP	203.07	Cintas Ramp Rugs FY25
1011072	10/16/2024	CINTAS CORP	282.78	Mats, Cloths, shop towels JOTC FY25
1011072	10/16/2024	CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
1011072	10/16/2024	CINTAS CORP	56.37	Janitorial Supplies- BHGC
1011072	10/16/2024	CINTAS CORP	35.00	Janitorial Supplies- BHGC
515260	10/16/2024	CINTAS FIRST AID & SAFETY	135.50	FIRST AIDE CABINET RESTOCKED
515354	10/16/2024	OUTSIDE THE LINES ART GALLERY	50.00	SE REFUND SE24-109
515347	10/16/2024	DUBUQUE ARBORETUM ASSOC.	300.00	SE24-029 DAMAGE DEPOSIT
515350	10/16/2024	HOLY FAMILY CATHOLIC SCHOOLS	100.00	SE24-108 EVENT NOT HELD
515352	10/16/2024	MUSIC N MORE	300.00	SE24-034 REFUND
515351	10/16/2024	MISSISSIPPI VALLEY RUNNING ASSOCIATION	50.00	SE24-094 REFUND
515346	10/16/2024	ANE, NORBY & REDDICK PC	300.00	SE24-075 REFUND
515356	10/16/2024	UNITED WAY OF DUBUQUE TRI-STATES	300.00	SE24-095 REFUND
515349	10/16/2024	DUBUQUE IRISH HOOLEY	300.00	SE24-072 REFUND
515353	10/16/2024	OLLIEWOOD	300.00	SE24-090 REFUND
515355	10/16/2024	TINA WAGNER	50.00	SE24-081 REFUND
515348	10/16/2024	DUBUQUE DRAGON BOAT ASSOCIATION	300.00	SE24-089 REFUND
1011064	10/9/2024	COMLEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1011064	10/9/2024	COMLEC INTERNET SERVICES	126.45	COMLEC INTERNET SERVICE FY25
1011041	10/9/2024	COMLEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1011050	10/9/2024	COMMAND SECURITY SOLUTIONS	78.00	Qtrly Billing- Sept/Oct/Nov-24/7 Monitoring Packag
1011050	10/9/2024	COMMAND SECURITY SOLUTIONS	326.97	Alarm Monitoring - Qtrly Billing (Sept/ Oct/ Nov)
1011050	10/9/2024	COMMAND SECURITY SOLUTIONS	29.99	ALARM MONITORING FY25
1011050	10/9/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011050	10/9/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011104	10/16/2024	CONSTELLATION NEW ENERGY GAS DIV	1,108.98	Utility gas for library
1011104	10/16/2024	CONSTELLATION NEW ENERGY GAS DIV	1,002.07	FY2025 BLANKET PO - GAS COSTS
1011042	10/9/2024	CONTINENTAL RESEARCH CORP	358.38	Surge Lift Station Grease Treatment
515344	10/16/2024	Corey Barber	280.00	After School Basketball Coach- Cory Barber
1011100	10/16/2024	CORI L BURBACH	224.00	9/20/24 CB ICMA Annual Conference_Pittsburgh PA
1011086	10/16/2024	CRAIG M SALMONSON	336.00	Per Diem Defense Tactics Instructor School
1011109	10/16/2024	CRAWFORD HEATING AND COOLING CO INC	5,212.06	Locust Ramp Sump Pump
1011109	10/16/2024	CRAWFORD HEATING AND COOLING CO INC	156.00	TESTING OF FIRE PREVENTION BACKFLOW
1011043	10/9/2024	CRESCENT ELECTRIC	2,412.50	ProLine Safety Orange Tracer Wire
1011043	10/9/2024	CRESCENT ELECTRIC	482.50	10k ft of Tracer Wire
1011043	10/9/2024	CRESCENT ELECTRIC	1,447.50	ProLine Safety Orange Tracer Wire
1011043	10/9/2024	CRESCENT ELECTRIC	53.00	Parts for Jet 1 truck
1011043	10/9/2024	CRESCENT ELECTRIC	2,676.24	Street Meter Batteries
1011043	10/9/2024	CRESCENT ELECTRIC	63.90	Five Flags Ramp UPC, Satco, LED/CCT
1011043	10/9/2024	CRESCENT ELECTRIC	289.54	Central Ramp Gel Lamp Replacement
515326	10/16/2024	Darkhorse Analytics Inc	22,550.00	Annual Darkhorse Software Subscription
515336	10/16/2024	David J Witthoeft	1,360.00	Youth Climate Action Fund Awardee Grant-David Wi
1011101	10/16/2024	DEMIMER OIL COMPANY	5,766.35	Unleaded Fuel- POD Marina
515333	10/16/2024	Denali Lancaster	245.00	After School Basketball Coach- Denali Lancaster
515311	10/16/2024	DIETZ ENTERPRISES LLC	754.00	708 Ries HH Dietz
515311	10/16/2024	DIETZ ENTERPRISES LLC	669.00	2315 Graham Circle HH Dietz
1011127	10/16/2024	Digitech Computer LLC	16,592.24	Ambulance Billing Cash Receipts
515314	10/16/2024	Dinges Partners Group	2,554.56	Cleaning & repair of turnout gear
1011094	10/16/2024	DITTMER RECYCLING INC	761.75	REFUSE FOR SEPTEMBER 2024
1011143	10/16/2024	Donny Does It LLC	828.57	NEW CAMPGROUND MANAGER AUG-OCT 2024
515262	10/16/2024	DUBUQUE AREA CHAMBER OF COMMERCE	60.00	Membership - Dub Area COC-Matt
515263	10/16/2024	DUBUQUE AREA LABOR MGMNT COUNCIL	8,750.00	FY25 Contracted Svcs-DALMC
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	32.22	FY2025 Franchise Fees
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	170.63	FY2025 Franchise Fees
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	18.53	FY2025 Franchise Fees
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	2,941.62	FY2025 Franchise Fees
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	5,624.34	FY2025 Franchise Fees
515264	10/16/2024	DUBUQUE COMMUNITY SCHOOL DIST	818.64	FY2025 Franchise Fees
515265	10/16/2024	DUBUQUE COUNTY ABSTRACT & TITLE	145.00	Dubuque County Abstract & Title Company, LLC Blank
515266	10/16/2024	DUBUQUE COUNTY RECORDER	419.00	Official Receipt 2024-00007844
515266	10/16/2024	DUBUQUE COUNTY RECORDER	22.00	RECORDING FEE FOR 1266 JACKSON
515267	10/16/2024	DUBUQUE COUNTY SHERIFF	197.00	Sheriff Services for September 2024

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
515268	10/16/2024	DUBUQUE COUNTY SHERIFF	21,463.18	Dubuque County Sheriff Sept 2024 Maintenance
515268	10/16/2024	DUBUQUE COUNTY SHERIFF	221.50	FY25MediaCom July-Sept 2024
1011102	10/16/2024	DUBUQUE SIGN COMPANY	26.70	DECALS FOR MILLER RIVERVIEW CAMPGROUND
1011102	10/16/2024	DUBUQUE SIGN COMPANY	15.00	SIGN FOR A/C VENT
1011058	10/9/2024	DUBUQUELAND DOOR COMPANY	176.41	MSC Building Gate Problem
1011145	10/16/2024	ED M FELD EQUIPMENT CO INC	538.78	New Bauer Filters and ACD Element
1011118	10/16/2024	ELIZABETH A LAWLER	280.00	After School Basketball Coach- Elizabeth Lawler
515331	10/16/2024	Elly Tebon	210.00	After School Basketball Coach- Elly Tebon
1011112	10/16/2024	ENGRAVED GIFT COLLECTION LLC	85.50	Fall Softball League Trophies
250400018	10/11/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
250400019	10/11/2024	FIRST DATA CORPORATION	69.90	First Data Mystique Charges
515289	10/16/2024	FLYNN COMPANY INC	680,270.75	Reconstruct GA Apron Construction (Phase 1)
1011074	10/16/2024	FOUR MOUNDS FOUNDATION	1,650.00	473 Burch OAHMO Four Mounds
1011075	10/16/2024	FRANSYL EQUIPMENT INC	217.43	PARTS FOR #4414
1011076	10/16/2024	GALLS LLC	339.03	Pink Badges for Officers
515310	10/16/2024	GARY W FAGAN	499.20	art @ library aug/sept 2024 sales to artist
515334	10/16/2024	GRW Aerial Surveys Inc	10,026.30	Aerial photography and GIS services
1011083	10/16/2024	GUS N PSIHOYOS	458.70	Travel Reimb - APWA PWX 2024 - Atlanta, GA
515270	10/16/2024	HARRIS MOTOR SPORTS	275.87	SERVICE TO GOLF CART RENTAL
515270	10/16/2024	HARRIS MOTOR SPORTS	540.00	Golf Cart Rental
515270	10/16/2024	HARRIS MOTOR SPORTS	133.34	Golf Cart Rental
1011077	10/16/2024	HDR ENGINEERING INC	4,728.66	E/W Corridor Capacity Improv-University Overlap
1011077	10/16/2024	HDR ENGINEERING INC	6,801.93	E/W Corridor Capacity Improv-University Overlap
1011078	10/16/2024	HILLCREST FAMILY SERVICES INC	418.48	FY2025 Franchise Fees
1011078	10/16/2024	HILLCREST FAMILY SERVICES INC	53.80	FY2025 Franchise Fees
1011120	10/16/2024	IAN C HATCH	526.06	IEDC Annual Conference/Reimbursement items
1011124	10/16/2024	IMWCA	87,180.00	FY25 Work Comp Premium - Installment 4 of 7
515320	10/16/2024	INFOSEND INC	13,761.79	Sept 24 Charges
1011095	10/16/2024	INTELIUS SCREENING SOLUTIONS LLC	831.90	FY25 Background Checks - September 2024
250400015	10/10/2024	IOWA BEVERAGE SYSTEMS INC	434.70	Alcohol Purchases - Recreation
250400016	10/10/2024	IOWA BEVERAGE SYSTEMS INC	50.30	Alcohol Purchases - Recreation
250400020	10/11/2024	IOWA BEVERAGE SYSTEMS INC	297.10	Alcohol Purchases - Recreation
515299	10/16/2024	IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
515299	10/16/2024	IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
515271	10/16/2024	IOWA DEPT OF TRANSPORTATION	106.20	Paper for MCTs
1011140	10/16/2024	IPS Grou Inc	36.05	Locust Ramp Kiosk CC Transaction and Gateway Fees
515298	10/16/2024	J & J POOL SPA & BILLARDS	41.18	Pool Chemicals
515269	10/16/2024	JAMES J GRAVES	165.00	Remove Decals from Patrol Vehicle
1011070	10/16/2024	JANICE F BELL	94.00	REPAIR FLAGS
515343	10/16/2024	Jeffrey D. Allen	280.00	After School Basketball Coach- Jeff Allen
1011079	10/16/2024	JEREMY R JENSEN	256.00	Per Diem 2024 (CMA Annual Conference
515338	10/16/2024	Jessica Plourde	245.00	After School Basketball Coach- Jessica Plourde
515328	10/16/2024	Jim Giese Commercial Roofing, Inc.	19,750.00	Remove and replace JUF Building truck 3 bay roof
1011096	10/16/2024	JOHN A LIPHARDT	118.05	Mileage Reimbursement: 6/24/24 - 8/23/24
1011073	10/16/2024	JON W DIENST	458.70	Travel Reimb - APWA PWX 2024 - Atlanta, GA
1011123	10/16/2024	JUSTINE HULL	351.50	Travel Reimb - APWA PWX 2024 - Atlanta, GA
515330	10/16/2024	Katie M. Schmitt	315.00	After School Basketball Coach- Katie Schmitt
1011136	10/16/2024	Katy Ann Wethal	683.78	09/19 KW_Iowa League of Cities Conf_Sioux City
1011114	10/16/2024	KEN SAIKI DESIGN INC	17,292.50	COMISKEY PARK -PHASE 2
1011044	10/9/2024	KONE INC	200.00	Elevator Maintenance - FY25
1011044	10/9/2024	KONE INC	1,291.12	Central Ramp Service Call
1011044	10/9/2024	KONE INC	522.73	Locust Ramp Service Call
1011044	10/9/2024	KONE INC	2,474.00	FY24 Ramp Elevator Maintenance
1011146	10/16/2024	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1011146	10/16/2024	KONE INC	271.84	FY25: City Hall & City Annex - Monthly - Elev. Mai
515272	10/16/2024	LAMAR TEXAS LIMITED PARTNERSHIP	955.00	Marketing Billboard 1 Sept 2024
515315	10/16/2024	LANGWORTHY HISTORICAL DISTRICT NEIG	500.00	Langworthy NA Annual Picnic
1011122	10/16/2024	LAURA J ROUSSELL	474.41	09/18 LR_Iowa League of Cities Conf_Sioux City
1011150	10/16/2024	LIBERTY TIRE RECYCLING LLC	3,775.75	Tire Recycling
515297	10/16/2024	LIBRARY IDEAS LLC	7,725.00	Freegal Downloadable Music for collection
515273	10/16/2024	LIME ROCK SPRINGS CO	20.10	BEVERAGES THROUGH JUNE 2025
515274	10/16/2024	LORAS COLLEGE	2,280.00	2024 Fall After School Basketball
515341	10/16/2024	Lori Kelchen	245.00	After School Basketball Coach- Lori Kelchen
1011115	10/16/2024	MACQUEEN EQUIPMENT GROUP	562.02	Globe Shadow Pull One Fire Boot
1011115	10/16/2024	MACQUEEN EQUIPMENT GROUP	590.00	Boots for New Firefighter
1011115	10/16/2024	MACQUEEN EQUIPMENT GROUP	561.01	Globe Shadow Pull One Fire Boot
1011105	10/16/2024	MADELINE C HAVERLAND	386.00	2024 City Management Association Annual Conference
1011045	10/9/2024	MAQUOKETA VALLEY ELECTRIC COOP	92.21	Electrical Svc - Airport Lift Station - FY25
1011147	10/16/2024	MAQUOKETA VALLEY ELECTRIC COOP	236.11	FY2025 BLANKET PO - ELECTRICITY COSTS
1011147	10/16/2024	MAQUOKETA VALLEY ELECTRIC COOP	542.96	FY2025 BLANKET PO - ELECTRICITY COSTS
1011147	10/16/2024	MAQUOKETA VALLEY ELECTRIC COOP	412.39	FY2025 BLANKET PO - ELECTRICITY COSTS
515335	10/16/2024	Matthew Thomas Giese	100.00	Art Sale Aug/Sept 2024 Dubuque Acrylic
515325	10/16/2024	Maussco, LLC	2,575.00	837 High Bluff HH Maussco
515325	10/16/2024	Maussco, LLC	2,030.00	503 Southern #1 HH Maussco
515325	10/16/2024	Maussco, LLC	7,250.00	503 Southern #2 HH Maussco
515280	10/16/2024	MAX SMITH CONSTRUCTION	27,857.15	2024 Concrete in the Public ROW - Max Smith
515280	10/16/2024	MAX SMITH CONSTRUCTION	9,544.72	2024 Concrete in the Public ROW - Max Smith
1011132	10/16/2024	Maxwell Robert Bray O'Brien	1,868.95	Travel Reimb - APWA PWX 2024 - Atlanta, GA
515275	10/16/2024	MEDIACOM	176.90	FY25 INTERNET FOR POD MARINA
1011081	10/16/2024	MEDICAL PRIORITY CONSULTANTS	1,275.00	EPD Dispatch Training
515288	10/16/2024	MICHAEL J SULLIVAN	125.00	Softball Umpire- Mike Sullivan

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1011093	10/16/2024	MIDWEST ALARM SERVICES INC	1,793.90	Five Flags Service Call
1011093	10/16/2024	MIDWEST ALARM SERVICES INC	640.00	Port of Dubuque Ramp Service Call
1011106	10/16/2024	MIDWEST CONCRETE INC	1,360.00	US Hwy 20 and Devon Frontage Rd Closure Project
250400013	10/10/2024	MIDWESTONE BANK	651,334.00	October 2024 HAP
250400014	10/10/2024	MIDWESTONE BANK	1,019.70	October 2024 Admin Fee
515276	10/16/2024	MIRACLE CAR WASH CORP	39.26	CAR WASH FOR PARK PATROL TRUCKS
515345	10/16/2024	JONES, ALFONZO	182.50	Mobile food license refund
1011049	10/9/2024	MR ROOTER PLUMBING	1,498.15	Landfill General Plumbing
515309	10/16/2024	MUNICIPAL COLLECTIONS OF AMERICA IN	2,274.47	AMBULANCE COLLECTION FEES
1011046	10/9/2024	MUTUAL WHEEL COMPANY	48.07	Unit 1914 B400 Band Clamp 24737 Stack 4x24
1011046	10/9/2024	MUTUAL WHEEL COMPANY	72.59	Unit 1916 90 deg elbow
1011046	10/9/2024	MUTUAL WHEEL COMPANY	142.45	Unit 2683 stud
1011046	10/9/2024	MUTUAL WHEEL COMPANY	162.22	Unit 4917 DB040DQ1 Tow Ring
1011046	10/9/2024	MUTUAL WHEEL COMPANY	118.31	Unit 1921 spring leaf
1011046	10/9/2024	MUTUAL WHEEL COMPANY	100.98	Jet 1 light
515332	10/16/2024	Noel P Koch	245.00	After School Basketball Coach- Noel Koch
1011062	10/9/2024	NORMAN & ASSOCIATES LLC	6,885.00	DALE CARNEGIE TRAINING FOR SCHNEIDER, MAXWELL, GRI
515306	10/16/2024	NORTHERN LIGHTS FOODSERVICE	460.33	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
515306	10/16/2024	NORTHERN LIGHTS FOODSERVICE	301.98	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
515307	10/16/2024	NORTHWEST MECHANICAL INC	750.50	JOTC - thermostat repairs
250400008	10/10/2024	OPENEDGE - GLOBAL PAYMENTS	161.00	Port of Dubuque Marina Monthly CC Fees
250400009	10/10/2024	OPENEDGE - GLOBAL PAYMENTS	1,667.07	Miller Riverview Park Monthly CC Fees
1011149	10/16/2024	OVERDRIVE INC	1,535.68	Downloadable ebooks and eaudio for children collec
1011149	10/16/2024	OVERDRIVE INC	284.86	Downloadable ebooks and eaudio for children collec
1011149	10/16/2024	OVERDRIVE INC	1,627.19	Teen ebooks and eaudio for digital collection
1011149	10/16/2024	OVERDRIVE INC	728.19	downloadable audio and ebooks for adult collection
1011149	10/16/2024	OVERDRIVE INC	1,033.17	downloadable audio and ebooks for adult collection
515277	10/16/2024	OVERHEAD DOOR COMPANY	267.75	HDQ-Overhead Door Maintenance at Headquarters
515277	10/16/2024	OVERHEAD DOOR COMPANY	214.00	HDQ-Overhead Door Maintenance at Headquarters
515318	10/16/2024	PALS	1,536.62	PALS Carnival - Neighborhood Grant FY25
1011063	10/9/2024	PARKING INC	75.00	Five Flags Ramp report fail
1011107	10/16/2024	PASSPORT LABS INC	1,343.00	Passport Parking Meter App FY25
1011117	10/16/2024	PHHELPS THE UNIFORM SPECIALISTS	46.11	Uniform cleaning for mechanic; shop towels cleanin
515292	10/16/2024	PIGOTT INC.	5,913.60	Furniture for the Fire Marshal's Office
1011047	10/9/2024	POLYDYNE INC	11,385.00	Polymer - 3 totes
1011047	10/9/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
515278	10/16/2024	POOR MANS CATERING INC	924.00	CATERING FOR COUPLES LEAGUE
1011125	10/16/2024	PRECISE MRM LLC	360.00	FY25: Automatic Vehicle Locator Software
1011142	10/16/2024	R & J Window Cleaning LLC	275.00	Window Cleaning- POD Marina
1011084	10/16/2024	RACOM CORPORATION	210.00	Battery charger cable adaptor for outdoor sirens
1011084	10/16/2024	RACOM CORPORATION	45.00	Parking Enforcement Radio Antenna
1011084	10/16/2024	RACOM CORPORATION	324.22	Replacement Speaker Mic for Radio
1011084	10/16/2024	RACOM CORPORATION	265.00	Additional equipment to move radios from ambulance
515323	10/16/2024	RAM SERVICES LLC	100.00	1791 Lori HH RAM
515323	10/16/2024	RAM SERVICES LLC	100.00	858 S Grandview LHH21 Radon Testing
515323	10/16/2024	RAM SERVICES LLC	1,085.00	3095 Kaufmann HH RAM Installation
515323	10/16/2024	RAM SERVICES LLC	100.00	1240 Mt Loretta HH RAM
515323	10/16/2024	RAM SERVICES LLC	100.00	806 Lowell HH RAM
515323	10/16/2024	RAM SERVICES LLC	1,020.00	473 Burch HH RAM Installation
515279	10/16/2024	RILCO FLUID CARE	506.70	Def Bulk
1011048	10/9/2024	RIVER CITY PAVING	10,170.79	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011048	10/9/2024	RIVER CITY PAVING	84,414.28	2024:: JUL-DEC Hot & Cold Mix Asphalt
1011085	10/16/2024	RIVER CITY STONE	188.29	LIMESTONE AND GABION STONE
1011128	10/16/2024	Ronald V Burbach	1,932.00	Lawn Care Spring/Summer Weed
515301	10/16/2024	ROUSSELOT INC	8,346.05	FY2025 Franchise Fees
1011133	10/16/2024	RSM US LLP	44,877.21	Professional Services
250400011	10/10/2024	RXBENEFITS INC	66,604.72	FY25 Prescription Admin & Claims - 9/14 to 9/27/24
1011129	10/16/2024	Ryan M Scherrman	91.00	Per Diem TIMS Instructor Training
515293	10/16/2024	SAFEGUARD BUSINESS SYSTEMS INC	335.60	Art postcard for October/November 2024
515337	10/16/2024	Sage Soppe	280.00	After School Basketball Coach- Sage Soppe
515339	10/16/2024	Salow Mechanical Insulation Inc	3,800.00	B16 Reinsulate Abated Piping-Fed Bldg
515261	10/16/2024	SCOTT A COULSON	1,005.00	FENCE REPAIRS
250400002	10/10/2024	SID'S	291.20	Bunker Hill Alcohol
250400017	10/11/2024	SID'S	256.21	Bunker Hill Alcohol
1011087	10/16/2024	SKYLINE TRUCKING & STORAGE INC	675.00	TOPSOIL FOR FILLING HOLES
515291	10/16/2024	ST LUKES HEALTH - UNITYPOINT CLINIC	420.00	FY25 Drug Screens - 8/30 to 9/23/24
515312	10/16/2024	STEFFEN LAWN & SNOW	1,042.00	LAWN MOWING FOR 2024-2025
1011066	10/11/2024	Sternberg Lanterns Inc	36,375.00	Street Light Fixtures to replace failing ones
1011097	10/16/2024	STOP STICK LTD	338.00	Stop Stick for Training
1011089	10/16/2024	STRAND ASSOCIATES INC	296.43	Bergfeld Pond Outlet Structure Repair
1011089	10/16/2024	STRAND ASSOCIATES INC	1,587.10	UBBC Railroad Culverts & Sanitary Sewer Crossing
1011089	10/16/2024	STRAND ASSOCIATES INC	1,432.57	UBBC Railroad Culverts & Sanitary Sewer Crossing
1011089	10/16/2024	STRAND ASSOCIATES INC	1,596.07	UBBC Railroad Culverts & Sanitary Sewer Crossing
1011089	10/16/2024	STRAND ASSOCIATES INC	647.47	UBBC Railroad Culverts & Sanitary Sewer Crossing
515316	10/16/2024	SUSAN M KELLY	245.00	After School Basketball Coach- Sue Kelly
1011139	10/16/2024	Susan Noonan	280.00	After School Basketball Coach- Susan Noonan
515302	10/16/2024	SUSTAINABLE STRATEGIES DC	6,750.00	Strategic Funding Services - Grant Writing
515281	10/16/2024	TAYLOR MADE GOLF	(484.50)	PRO SHOP ITEMS- STOCK BALLS
515281	10/16/2024	TAYLOR MADE GOLF	763.44	PRO SHOP ITEMS- STOCK BALLS
515281	10/16/2024	TAYLOR MADE GOLF	431.04	PRO SHOP ITEMS- STOCK BALLS
515329	10/16/2024	Telos Corporation	214.75	Fingerprint checks for TSA security

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1011051	10/9/2024	TERMINAL SUPPLY	310.48	Stock SY6319G2 max 50 series connector 1.89
1011098	10/16/2024	THE FISCHER COMPANIES	80.00	OCT EHR FY25 Parking - 2 spaces for 12 months
1011098	10/16/2024	THE FISCHER COMPANIES	40.00	Parking Spot-Media Services - Oct 2024
1011080	10/16/2024	THE LOCKSMITH EXPRESS	10.50	Keys for McAleece Display Case
1011111	10/16/2024	THE POINT NEIGHBORHOOD ASSOCIATION	132.11	PNA NNO 2024 - 2nd batch of receipts
1011110	10/16/2024	TIARA D GOOCH	280.00	After School Basketball Coach- Tiara Gooch
1011088	10/16/2024	TIMOTHY L SPECHT	5,000.00	3095 Kaufmann OAHMP Specht
1011088	10/16/2024	TIMOTHY L SPECHT	5,000.00	942Southern HH Specht
1011088	10/16/2024	TIMOTHY L SPECHT	12,200.00	1770 Garfield HH Specht
515287	10/16/2024	TIMOTHY P GOTTSCHALK	50.00	Softball Umpire- Tim Gottschalk
1011134	10/16/2024	TM Inc	300.00	Mail Courier Service
515322	10/16/2024	TONIA M RICKE	105.00	After School Basketball Coach- Tonia Ricke
515294	10/16/2024	TOTAL ENERGY SYSTEMS LLC	2,025.00	Port Ramp Service Call
1011090	10/16/2024	TOWER OPTICAL COMPANY	84.41	VIEWING TOWERS -EPP
1011052	10/9/2024	TRAFFIC AND PARKING CONTROL	23,574.50	2: School Zone Blinker Radar with Time Clock
250400021	10/15/2024	TRANSFIRST	2,503.69	Monthly CC Fees for Passport
250400022	10/15/2024	TRANSFIRST	225.61	Intermodal Ramp CC Fees
250400023	10/15/2024	TRANSFIRST	674.63	Ramps CC Charges
250400024	10/15/2024	TRANSFIRST	65.95	UB/Parking Tickets CC Fees
250400025	10/15/2024	TRANSFIRST	391.28	Credit Card Fees
250400003	10/10/2024	TREASURER STATE OF IOWA	131,867.72	FY25 UB Sales Tax
250400004	10/10/2024	TREASURER STATE OF IOWA	7,060.99	FY25 Leisure Sales Tax
250400005	10/10/2024	TREASURER STATE OF IOWA	18,182.61	FY25 Metro Sales Tax
515282	10/16/2024	TREASURER STATE OF IOWA ILEA	1,250.00	Defensive Tactics Instructor School
1011091	10/16/2024	TRICON CONSTRUCTION GROUP	14,985.11	Front Office Renovation
1011091	10/16/2024	TRICON CONSTRUCTION GROUP	3,376.11	Front Office Renovation
515308	10/16/2024	TRISTA M DAVID	210.00	After School Basketball Coach- Trista David
1011061	10/9/2024	TRI-STATE PORTA POTTY INC	610.00	ADA Unit to Landfill, 3 units on trailers for Sts.
1011061	10/9/2024	TRI-STATE PORTA POTTY INC	610.00	Rental of units for Landfill and Streets
515258	10/9/2024	USPS	30.00	ACH Return Fee
1011141	10/16/2024	Ultimate Training Munitions Inc	5,084.41	Simunition for training
515283	10/16/2024	UNION HOERMANN PRESS	1,838.10	Utility bill insert - Fly Dubuque
515284	10/16/2024	UNIVERSITY OF DUBUQUE	6,472.69	FY2025 Franchise Fees
515284	10/16/2024	UNIVERSITY OF DUBUQUE	267.00	FY2025 Franchise Fees
515284	10/16/2024	UNIVERSITY OF DUBUQUE	2,400.00	2024 Fall After School Basketball
1011116	10/16/2024	US DIGITAL DESIGNS INC	14,243.07	Phoenix G2 Fire Station Alerting System
1011135	10/16/2024	Vidl Solutions, Inc	24,225.00	CC Goal-Organizational Culture Continuous Improvem
515285	10/16/2024	WELDON TIRE	16.80	Tire for Pro Grator
1011054	10/9/2024	WELTER STORAGE EQUIPMENT CO INC	55.00	REPLACEMENT OF BROKEN ARM RESTS FOR OFFICE CHAIR
1011092	10/16/2024	WELU PRINTING COMPANY	46.66	Golf Pro Business Cards
1011092	10/16/2024	WELU PRINTING COMPANY	36.68	FY25 Business Cards
1011092	10/16/2024	WELU PRINTING COMPANY	36.68	FY25 Business Cards
1011092	10/16/2024	WELU PRINTING COMPANY	120.02	Business Cards for Sharkey, England, Sievers
1011092	10/16/2024	WELU PRINTING COMPANY	36.68	Nicole Lytle Business Cards
1011055	10/9/2024	WENZEL TOWING SERVICE	234.00	Unit 3240 tow from arboretum to kerper ct
1011055	10/9/2024	WENZEL TOWING SERVICE	140.40	Unit 1831 tow police car from central to finnin
1011055	10/9/2024	WENZEL TOWING SERVICE	78.00	Unit 0906 service tow from superior welding
1011055	10/9/2024	WENZEL TOWING SERVICE	1,300.00	Hauling fee for the South Centrifuge to Centrisys
1011148	10/16/2024	WENZEL TOWING SERVICE	192.40	FY25 Wenzel Towing
515286	10/16/2024	WESTPHAL & COMPANY, INC	347.70	HDQ-Service call for doors not locking
515286	10/16/2024	WESTPHAL & COMPANY, INC	1,860.00	Install 12 data drops at Station 5 & Headquarters
515317	10/16/2024	WEX HEALTH INC	994.26	FY25 COBRA, Commuter, FSA Administration
1011056	10/9/2024	ZARNOTH BRUSH WORKS INC	2,398.00	Gutter Brooms
			<u>\$</u>	<u>2,608,224.36</u>

COUNCIL APPROVAL

PAYDATE 10-23-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
563 DESIGN PLLC	\$ 6,792.69	MFC Design Professional Service Agreement
ADVANCED ENVIRONMENTAL TESTING & AB	1,195.00	Asbestos Inspection - 2nd Floor
ADVANCED ENVIRONMENTAL TESTING & AB	17,600.00	Federal Building Asbestos Removal-Room B16
ADVANCED ENVIRONMENTAL TESTING & AB	16,800.00	Asbestos Removal - Ruby Sutton Bldg - 2nd Floor
AIRGAS USA LLC	842.95	Two Combustible Sensors for Personal 4 Gas Monitor
AIRGAS USA LLC	2,786.04	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	2,549.00	Liquid Oxygen - FY25
AIRGAS USA LLC	2,477.87	Liquid Oxygen - FY25
AIRGAS USA LLC	3,343.19	Liquid Oxygen - FY25
AIRGAS USA LLC	2,288.64	Liquid Oxygen - FY25
AIRGAS USA LLC	3,300.38	Liquid Oxygen - FY25
AIRGAS USA LLC	3,392.22	Liquid Oxygen - FY25
AIRGAS USA LLC	3,175.38	Liquid Oxygen - FY25
AIRGAS USA LLC	2,674.69	Liquid Oxygen - FY25
AIRGAS USA LLC	3,473.72	Liquid Oxygen - FY25
AIRNAV LLC	228.00	Listing on AirNav.com
ALL SEASONS HEATING & COOLING	2,571.25	Terminal HVAC geothermal repair
ALLIANT ENERGY	173.65	Energy Costs for Various Locations
ALLIANT ENERGY	19.07	FY25: 411 E. 15th St - Blum Site Electricity
ALLIANT ENERGY	1,034.85	Alliant 1406331000 Intermodal Ramp FY25
ALLIANT ENERGY	49.23	Energy Costs for Various Locations
ALLIANT ENERGY	163.94	Energy Costs for Various Locations
ALLIANT ENERGY	884.68	FY25: 1503 W. 3rd St - Cell Tower Electricity
ALLIANT ENERGY	255.63	Energy Costs for Various Locations
ALLIANT ENERGY	6,757.26	Energy Costs for Various Locations
ALLIANT ENERGY	22.29	FY25: 2356 Washington - BBranch Camera Electricity
ALLIANT ENERGY	31.31	Energy Costs for Various Locations
ALLIANT ENERGY	20.45	Energy Costs for Various Locations
ALLIANT ENERGY	108.94	Energy Costs for Various Locations
ALLIANT ENERGY	231.51	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	22.13	FY25: 510 E. 22nd St
ALLIANT ENERGY	24.68	Energy Costs for Various Locations
ALLIANT ENERGY	710.83	FY25: 535 E. 16th St - Pump Station Electricity
ALLIANT ENERGY	71.58	Energy Costs for Various Locations
ALLIANT ENERGY	6,077.81	Energy Costs for Various Locations
ALLIANT ENERGY	33.03	Energy Costs for Various Locations
ALLIANT ENERGY	29.29	FY25: 2543 White St - SCADA Flow Meter Electricity
ALLIANT ENERGY	59.50	Energy Costs for Various Locations
ALLIANT ENERGY	290.38	Energy Costs for Various Locations
ALLIANT ENERGY	26.51	Energy Costs for Various Locations
ALLIANT ENERGY	74.96	FY25: 431 Rhomberg - Constr. Trailer Electricity
ALLIANT ENERGY	448.30	Energy Costs for Various Locations
ALLIANT ENERGY	89.76	Energy Costs for Various Locations
ALLIANT ENERGY	19.93	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	10,820.92	Energy Costs for Various Locations
ALTORFER INC	(28.77)	Unit 2617: Element Parts
ALTORFER INC	415.87	Unit 3292- Harness
BCBS OF IA	7.12	AMBULANCE REFUND
WELLPOINT	76.09	AMBULANCE REFUND
DENNIS L. WELSH	32.49	AMBULANCE REFUND
ANDERSON WELDING & REPAIR LLC	465.00	Repaired the railing at Bld#55
Applied Technology Group Inc	3,870.00	Bluebeam Subscription
AssuredPartners Capital Inc	1,698.00	Property Coverage

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AT&T Mobility National Accounts, LLC	6,892.62	Public Works First Net Monthly Charges
AT&T Mobility National Accounts, LLC	2,877.07	Public Works First Net Monthly Charges
Autohaus LTD	413.00	UNIT 2602 "SAFTEY"
AUTOMOTIVE ENTERPRISES (AIH)	26.30	FY2025 Franchise Fees
AV FUEL	21,399.88	Aviation fuel for resale
AV FUEL	38,028.86	Aviation fuel for resale
BAKER & TAYLOR CO BOOKS	59.43	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	2,636.72	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	2,172.56	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	(200.92)	Library materials for the adult collection
Banner Fire Equipment Inc	111.82	Stock ROTATION LOCK INSERT KIT INCLUDES VO-117
BIG A AUTO PARTS & SERVICE	266.97	unit 1843 four wheel alignment
BLACK HILLS/IOWA GAS UTILITY CO	21.79	821 Garfield - Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	20.53	2820 Brunswick-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	20.55	514 Angella St - Black Hills Energy (City Owned)
BLACKSTONE AUDIO BOOKS	38.95	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	43.44	Adult CD Audio Books 7/1/24 to 6/30/25
BODENSTEINER IMPLEMENT COMPANY	103,000.00	Compact Track Loader w/Attachments
Bolton and Menk Inc.	61,342.05	Central & White - Corridor Traffic Study
BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
BUTT'S FLORIST & GREENHOUSE	55.00	FY25 MONTHLY FLOWER ARRANGEMENT
CANDACE EUDALEY-LOEBACH	8,320.00	USDA QUAIP Project Management
CAROLINA SOFTWARE INC	450.00	WasteWORKS support for quarter ending 12/31/24
CENGAGE LEARNING INC	511.03	Adult large print books - materials
CES COMPUTERS INC	5,869.48	Laptop hybrid setup for Angie and Amanda
CHEMSEARCH	169.95	Bld #75 - Lower Loop
CHEMSEARCH	375.00	Bld #80 - (Admin) - Two Loops
CHEMSEARCH	319.41	Bld #75 - Upper Loop
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - Sept 24
CINTAS CORP	35.00	Various Maintenance - FY25
CINTAS CORP	507.96	Various Maintenance - FY25
CINTAS CORP	816.22	Various Maintenance - FY25
CINTAS CORP	35.00	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	386.53	Various Maintenance - FY25
CINTAS CORP	174.18	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	16.84	Various Maintenance - FY25
CINTAS CORP	51.00	Various Maintenance - FY25
CINTAS CORP	176.20	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	168.56	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	194.94	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	16.84	Various Maintenance - FY25
CINTAS CORP	51.00	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	614.28	Rugs/Towels for the WRRRC-FY25
CINTAS FIRST AID & SAFETY	206.18	First Aid Supplies-WRRRC - FY25
CINTAS FIRST AID & SAFETY	30.20	FY2025 BLANKET PO - FIRST AID SUPPLIES
CITY OF CEDAR RAPIDS	24,214.17	Excess Flow Tank Loads - 7/31/24-8/13/24
COMMUNICATIONS ENGINEERING CO	4,591.30	Medline Building - Additional 48 Port Switch
CONSTELLATION NEW ENERGY GAS DIV	93.43	GAS BILL FOR 2241 LINCOLN
CONVIVIVUM URBAN FARMSTEAD	5,274.00	Convivium Urban Farmstead_FY24 Agreement_USDA Gran
CRAWFORD HEATING AND COOLING CO INC	1,030.37	RPZ Testing
CRAWFORD HEATING AND COOLING CO INC	738.00	Testing of Fire Backflow Preventers
CRAWFORD HEATING AND COOLING CO INC	448.00	Annual inspection of fire sprinkler system-Windsta

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CUMMER MASONRY INC	5,270.00	Bld #10 Masonry Work - to install the overhead doo
DAN ARENSDORF CONSTRUCTION	720.00	Pulverized top soil delivered to MSC 091024
DENISE C BLAKELEY-IHRIG	2,663.53	FY2025 BLANKET PO - CONSULTANT SERVICES
DENISE C BLAKELEY-IHRIG	5,320.09	FY2025 BLANKET PO - CONSULTANT SERVICES
DIETZ ENTERPRISES LLC	2,328.56	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	7,695.44	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	12,726.32	2024 Concrete in the Public ROW - Dietz
DIETZ ENTERPRISES LLC	2,238.40	2024 Concrete in the Public ROW - Dietz
DITTMER RECYCLING INC	11,959.75	Landfill haul charges/inbound recycle 073124
DITTMER RECYCLING INC	10,959.10	Landfill haul charges/inbound recycle 093024
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DUBUQUE COUNTY RECORDER	95.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY RECORDER	182.00	September 2024 Recording Fees
DUBUQUE COUNTY TREASURER	100.00	Oberbroeckling Subdiv. No. 3-Final Plat App-Health
DUBUQUE COUNTY TREASURER	160.00	Oberbroeckling Subdiv. No. 3-Final Plat Applicatio
DUBUQUE HOSE & HYDRAULICS	33.08	Bin Fill
DUBUQUE HOSE & HYDRAULICS	105.67	Unit 2701: Carbide and Taper
DUBUQUE HOSE & HYDRAULICS	8.00	Sanitary Sewer: Milwaukee Tool Repair
DUBUQUE HOSE & HYDRAULICS	373.85	Bin Fill 7 July 2024
DUBUQUE HOSE & HYDRAULICS	174.77	Parts for skidloader hydraulic repair
DUBUQUE HOSE & HYDRAULICS	17.12	Unit 3417 Parts
DUBUQUE HOSE & HYDRAULICS	597.51	UNIT 1921 nipples, gaskets, ferrules, hoses, and c
DUBUQUE HOSE & HYDRAULICS	253.19	unit 3411 hose, swivel, crimp, sleeve, clamp, band
DYERSVILLE COMMERCIAL	828.00	Denver Air Conn Marketing - New service ORD-DBQ
EBSO SUBSCRIPTION SERVICE	394.00	Non-Fiction Core Collection 11.1.24 to 10.31.25
ELLIOTT EQUIPMENT COMPANY	719.89	Unit 4002 Camera Replacement Hanscom K
EMPHASYS COMPUTER SOLUTIONS INC	3,800.50	Maintenance and Tech support 12/01/2024-11/30/2025
ENERGETICS	1,145.52	Replacement Fan Motor for EF-75-20-West Micro Turb
EXPERIENCED ROOFING	180.00	3rd Quarter Roof Maint @ 2401 Central Ave 101024
EXPRESS EMPLOYMENT PROFESSIONALS	2,569.60	I389-Sanitation Workers 09/29/24
FACTUAL DATA	82.35	Factual Data- Blanket PO
FEDEX	18.91	Shipping of deicing fluid for testing
FEHR-GRAHAM & ASSOCIATES LLC	15,241.25	Coates-Brunskill/Southgate Sewer Repair
FEHR-GRAHAM & ASSOCIATES LLC	5,012.50	Tamarack Sanitary Sewer Extension
FERGUSON WATER WORKS SUPPLY #2516	3,993.62	5/8 METERS FOR STOCK
FLYNN COMPANY INC	25,986.71	Relocate Taxiway Alpha Construction (Phase 1)
FOTH INFRASTRUCTURE & ENVIRO LLC	27,865.24	Reconstruct GA Apron Const Phase Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	28,870.88	Relocate Taxiway Alpha Construction Engineering
GEISLER BROTHERS COMPANY	2,363.95	WRRC maintenance - 09/17/24
GIERKE ROBINSON COMPANY INC	353.20	Rebar for terminal landscaping project
GILLIG LLC	290.53	Unit 2503 Head Assembly. Mirror Streetside
GILLIG LLC	1,255.36	Stock Slide ASM, Ball Bearing, SSTL
GILLIG LLC	407.13	Unit 2503 Head Assembly. Mirror Curbside
GILLIG LLC	1,528.39	Stock- Supplies
GILLIG LLC	62.49	unit 2693 bulbs and voltmeter
GRAYMONT WESTERN LIME INC	5,234.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,206.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,250.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,226.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY25 Contracted Svcs-GDDC/Campaign 2027
GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY25 Contracted Svcs-GDDC/Campaign 2027
GRP & ASSOCIATES INC	508.00	LF Large Boxes
HAUSERS WATER SYSTEMS INC	442.63	Lab Water Filter Replacements
HAWKINS INC	8,648.29	FY24 - 25 Sodium Hypochlorite(Chlorine)

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HAWKINS INC	6,572.20	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	14,116.75	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	12,720.15	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	8,670.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	12,235.45	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	6,147.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	9,250.00	Sanitary Sewer Asset Mgmt Plan
HERBST UPHOLSTERY	187.50	UNIT 1915 rebuild seat foam, replace panel
HM Life Insurance Company	77,381.44	Stop Loss Insurance - October 2024
HODGE COMPANY	842.52	UNIT 3306 muffler and gasket
HUPP ELECTRIC MOTORS	13,365.27	PUMP 3 MOTOR REPAIR - EAGLE POINT WATER TREATMENT
HYGIENIC LABORATORY	772.50	Lead/Copper AND Nitrates Testing Fees
ID WHOLESALER	600.00	Security access ID media badge printer update
INGRAM LIBRARY SERVICES INC.	(15.07)	Teen Young Adult Print Materials for collection
INGRAM LIBRARY SERVICES INC.	1,090.06	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	35.05	Teen Young Adult Print Materials for collection
INGRAM LIBRARY SERVICES INC.	358.57	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	771.15	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	26.43	Teen Young Adult Print Materials for collection
IOWA DEPT OF INSPECTIONS & APPEALS	175.00	Annual Elevator Inspection Fee
IOWA ONE CALL	736.20	FY25: Iowa One Call - Utility Locates
IOWA ONE CALL	853.40	FY25: Iowa One Call - Utility Locates
IOWA WATER ENVIRONMENT ASSOCIATION	80.00	IAWEA - Region 1 Annual Conf.-Reg Fee-Muehring
J & R SUPPLY COMPANY	183.83	Water Resistant/ Breathable Gloves
J & R SUPPLY COMPANY	2,123.50	FIRE HYDRANT PARTS
J & R SUPPLY COMPANY	1,658.00	Hwy 151 Storm Sewer Slope Repair-Between 9th-11th
J & R SUPPLY COMPANY	220.00	Hwy 151 Storm Sewer Between 9th & 11th-Strawmat
J & R SUPPLY COMPANY	73,600.00	FIRE HYDRANTS
J & R SUPPLY COMPANY	1,425.00	PARTS FOR WATER MAIN BREAK REPAIRS
J & R SUPPLY COMPANY	66.61	PARTS TO REPAIR CHLORINE INJECTORS
J & R SUPPLY COMPANY	2,400.00	SAW AND CART FOR CUTTING PIPE AND CONCRETE
J & R SUPPLY COMPANY	1,895.00	2" PUMP FOR VEHICLES
J & R SUPPLY COMPANY	2,920.00	PUMP/TANK FOR SAW
J & R SUPPLY COMPANY	1,549.00	1673 Wood St Storm Sewer Repair
J & R SUPPLY COMPANY	1,625.00	Check Valve - Bld #55 South Scum Pump
James E Schreiber	825.00	Grant of Easement for Public Utilities
JAMES M OWENS	5,608.80	E 30th St - Rock Curb Removed/Replaced
JASON M SCHUELLER	20,732.25	Terminal floor coating replacement
JEFFREY W ZASADA	118.00	Reimbursement for Per Diem for IAEI Conference
JESSIFFANY CANINE SERVICES LLC	75.00	APCA Membership Annual Dues
JIM RUNDE UPHOLSTERY INC	4,680.00	Repair chair arms in terminal
JOHNSON CONTROLS	3,838.98	Annual Charge - Fire Alarm Detection
JOSEPH R PREGLER	364.61	Travel Reimbursement - InfoSec World Conf
KENNETH J MEYER	54.00	Wypalls for the WRRC
KENNETH J MEYER	405.00	Gloves for Operators & Lab
KEY CITY CONCRETE CREATIONS	1,523.25	2024 Concrete in the Public ROW - Keller(Key City)
KEY CITY CONCRETE CREATIONS	3,299.08	2024 Concrete in the Public ROW - Keller(Key City)
Kieler Service Cente	369.05	UNIT 3405 canned wiper, u-seal, cat buffer, o-ring
KILBURG EQUIPMENT LLC	84.36	UNIT 4328 tailgate pin, cable, and freight
Kluesner Sanitation LLC	5.00	Finance Charge 10/01
KRUSER SEPTIC SERVICE INC	1,170.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRC
KRUSER SEPTIC SERVICE INC	430.00	MFC - Sewer Blockage Repair
KRUSER SEPTIC SERVICE INC	255.00	FY25 - Lift Station Maintenance
KRUSER SEPTIC SERVICE INC	2,965.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRC
KRUSER SEPTIC SERVICE INC	3,750.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRC
KRUSER SEPTIC SERVICE INC	4,140.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRC

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
KRUSER SEPTIC SERVICE INC	1,993.75	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	695.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	255.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	1,000.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
KRUSER SEPTIC SERVICE INC	895.00	FY25 - On Call Vacuuming & Jetting Svcs at WRRRC
LaMetra Murdock	56.87	Mileage & Parking Fees 7/2/24 to 10/11/24
LIME ROCK SPRINGS CO	165.90	BEVERAGES THROUGH JUNE 2025
LORAS COLLEGE	117.66	FY2025 Franchise Fees
LORAS COLLEGE	4,706.65	FY2025 Franchise Fees
MACQUEEN EQUIPMENT GROUP	3,218.85	UNIT 2704 additional parts
MACQUEEN EQUIPMENT GROUP	8,727.08	UNIT 2704 tube, retainer, seal, bushing, bushing k
MARK P MURPHY	248.65	M Murphy Mileage and Parking reimb 10/9 & 10/10/24
MARTIN EQUIPMENT OF IL INC	1,028.64	Unit 3453 Snap Ring, Seal, Pin, Shim
MARTIN EQUIPMENT OF IL INC	336.06	Unit 3453- Snap Ring and Reservoir
MARTIN EQUIPMENT OF IL INC	8,787.34	UNIT 3453 screws washers guides and pistons
MARTIN EQUIPMENT OF IL INC	63.78	Unit 3453: Seal
Mary Angelene Metcalf	61.12	Mileage Reimbursement
MARY R CORRIGAN	29.50	M Corrigan per diem 10/14/24-10/15/24 Ankeny IA
Maussco, LLC	4,805.00	837 High Bluff HH Maussco Exterior
MCDERMOTT EXCAVATING	4,800.00	Light Base Replacement on Seippel Rd #2
MCDERMOTT EXCAVATING	5,419.48	Villa St Emergency Swr Overflow Rpr - E1 Pump Line
MCDERMOTT EXCAVATING	8,390.76	Storm Sewer Repair-East Slope Hwy 151 - 9th & 11th
MCDERMOTT EXCAVATING	50,950.00	SVC&EQUIP. FOR UNDERGROUND FIBER PATH
MCDONALD SUPPLY CO	621.60	Terminal faucet replacements
MCDONALD SUPPLY CO	46.38	Plumbing supplies for EAA Hangar water supply
MCKINZIE M FLANAGAN	414.90	M Flanagan per diem and mileage Scottsdale, AZ
MEDICAL ASSOCIATES	1,818.00	Pre-employ Phy, DS, vaccines, & Respirator exams
MICHAEL W WEIKERT JR	576.00	Collection and proper disposal of appliances
MID AMERICA PROPERTY MGMT	2,401.08	SRF Green Alley 2024 Easements
MID AMERICA PROPERTY MGMT	1,400.00	815 University; Carolyn Ford-Johnson Security Dep.
MID AMERICA PROPERTY MGMT	1,268.52	SRF Green Alley 2024 Easements
MID AMERICA PROPERTY MGMT	365.04	SRF Green Alley 2024 Easements
MID AMERICAN SIGNAL INC	12,420.00	54: TESCO 24V Battery Packs
MIDWEST CONCRETE INC	65,840.24	Chap Schmitt Trail - Retaining Wall Block-Buy Back
MIDWEST CONCRETE INC	270,693.94	PCC/Sidewalk Trail: Chaplain Schmitt Trail Connect
MIDWEST PATCH/HI-VIZ SAFETY	340.00	Street Signs, Blanks, Supplies
MIDWEST TAPE LLC	822.75	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	1,051.43	DVD, BluRay and CD Audio for adult collection
MIKE FINNIN FORD LLC	28.13	UNIT 1812 windshield hose
MIKE FINNIN FORD LLC	599.79	UNIT 1701 brake lining/insulator/seal/tray asy/mot
MIKE FINNIN FORD LLC	347.50	UNIT 1830 LB5Z 3600 TC: Wheel Asy- Steering Spord
MIKE FINNIN FORD LLC	7.75	UNIT 1701 bolt
MIKE FINNIN FORD LLC	158.96	STOCK wiper blade assemblies
MIKE FINNIN FORD LLC	62.73	UNIT 7100 air cleaner and wiper blades
MIKE FINNIN FORD LLC	510.00	UNIT 1821 steering wheel
MIKE FINNIN FORD LLC	356.80	UNIT 1840 Wiper motor maintenance
MIKE FINNIN FORD LLC	365.39	UNIT 130004 inspection and key programming
MIKE FINNIN FORD LLC	366.43	UNIT 1999 inspection and key programming
MIRACLE CAR WASH CORP	19.63	Vehicle 0913 - Full Car Wash
Miranda Onofre	75.04	Mileage Reimbursement
MODERN PIPING INC	1,620.52	Replace Piping for Grit Removal System
MODERN PIPING INC	17,511.00	Replace Piping for Grit Removal System
Molly Menster	375.00	Personal Leadership Workshop on 10/4/24
MSA PROFESSIONAL SERVICES INC	195.00	PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION
MSA PROFESSIONAL SERVICES INC	12,500.00	Creation of Analysis of Impediments to Fair Housin
MSA PROFESSIONAL SERVICES INC	2,557.50	Stormwater MS4 Implementation

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MSA PROFESSIONAL SERVICES INC	2,656.50	Stormwater MS4 Implementation
MULGREW OIL COMPANY	183.00	STOCK GADUS S3 V220C CASE OF TUBES
MULGREW OIL COMPANY	453.76	FUEL FOR WEST 3RD GENERATOR
MULGREW OIL COMPANY	137.40	FUEL FOR PENN TANK GENERATOR
MULGREW OIL COMPANY	89.05	FUEL FOR ASBURY TANK GENERATOR
MULGREW OIL COMPANY	425.77	FUEL FOR AIRPORT 2 GENERATOR
MULGREW OIL COMPANY	2,546.16	FUEL FOR WATER TREATMENT PLANT GENERATORS
MULGREW OIL COMPANY	335.88	FUEL FOR STATIONARY GENERATORS - REMOTE SITES
MULGREW OIL COMPANY	1,398.60	LF #2 PRM DYED DSL ULS15PPM 10OCT24
MULGREW OIL COMPANY	2,420.42	LF #2 PRM DYED DSL ULS15PPM
NATHAN M STEFFEN	64.00	Travel Reimb-APWA IA Fall Conf & Dest. Iowa Unveil
NEAL REPAIR LLC	28,400.00	LF UNIT 3453 Complete Undercarriage
NETWORK COMPUTER SOLUTIONS	262.50	Helped Dan with Scala system
Nicole Lytle	304.00	Nicole Per Diem for 2024 ICMA Conference
ONMEDIA	300.00	Denver Air Conn Marketing - New service ORD-DBQ
OPENING SPECIALISTS INC	634.60	ADA Controller at MSC
O'REILLY AUTOMOTIVE INC	67.84	UNIT 1913 brake pads
O'REILLY AUTOMOTIVE INC	(109.24)	GARAGE STORES 29JUL24
O'REILLY AUTOMOTIVE INC	(22.00)	GARAGE STORES 29JUL24
O'REILLY AUTOMOTIVE INC	(55.13)	Unit 2617 Bearings and Brake Shoes
O'REILLY AUTOMOTIVE INC	(12.56)	Unit 2617 Bearings and Brake Shoes
O'REILLY AUTOMOTIVE INC	466.18	2695 battery
O'REILLY AUTOMOTIVE INC	97.44	UNIT 1924 oils
O'REILLY AUTOMOTIVE INC	251.00	UNIT 1701 brake rotor
O'REILLY AUTOMOTIVE INC	69.99	UNIT 1903 batt tender
O'REILLY AUTOMOTIVE INC	17.75	UNIT 7100 cabin filter
O'REILLY AUTOMOTIVE INC	262.82	UNIT 2618 ball joints
O'REILLY AUTOMOTIVE INC	510.18	UNIT 2683 battery and core charge
ORIGIN DESIGN CO	10,287.00	2023 Bridge Inspection Load Ratings
ORKIN LLC	130.99	FY25 PEST CONTROL JOTC
OVERHEAD DOOR COMPANY	6,548.00	Bld #10 - Install Overhead Door
PARKSON CORPORATION	709.24	Parts for Drum Thickener Repair
PETDATA	3,008.70	Pet Data Fees 2025
Peterbilt of Wisconsin	1,699.96	Stock 4515T 1088 CAST BRAKE SHOE KIT, CAST SHOE KI
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
Phillip M. Brown	1,352.76	SRF Green Alley 2024 Easements
PRAIRIE FARMS	2,944.22	FY2025 Franchise Fees
PRAIRIE FARMS	468.74	FY2025 Franchise Fees
PRECISION TRANSMISSION	2,229.27	Escape transmission repair
QUEEN B RADIO WISCONSIN INC	236.00	Denver Air Conn Marketing - New service ORD-DBQ
QUEEN B RADIO WISCONSIN INC	257.00	Denver Air Conn Marketing - New service ORD-DBQ
RAPIDS REPRODUCTION INC	2,021.37	Old Mill Rd LS & FM 1 - Plans
RDG PLANNING & DESIGN	282,946.82	Q Casino Amphitheater Planning
RDG PLANNING & DESIGN	2,327.50	Q Casino Amphitheater Planning
Richardson Buick	8.59	UNIT 1811 sensor
Rider Lacy Block	4,025.04	SRF Green Alley 2024 Easements
RIVER CITY STONE	887.38	JUL-DEC Various Stone
RIVER CITY STONE	147.07	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	473.84	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	682.56	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROUSSELOT INC	690.64	FY2025 Franchise Fees
SADLER POWER TRAIN INC	986.00	stock front leaf spring
SADLER POWER TRAIN INC	59.52	stock
SADLER POWER TRAIN INC	20.25	UNIT 1921 backup lamp
SADLER POWER TRAIN INC	244.44	stock grease tubes
Save On SP, LLC	548.02	Savings on specialty drugs - 9/1/24 to 9/17/24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
SCHLICHTMANN MACHINE & DESIGN, INC	265.00	Welded Digester Mixer Shaft Seal Plate
SCHMALZ PRECAST CONCRETE MFG	1,046.00	2" Manhole Riser, 4" Manhole Riser, Bullnose
SCHMALZ PRECAST CONCRETE MFG	1,061.50	Manhole risers/bullnoses/squares
SCHMALZ PRECAST CONCRETE MFG	1,034.50	2", 3", and 4" Manhole Riser
SCHMALZ PRECAST CONCRETE MFG	1,319.50	2", 3", and 4" Manhole Riser
SCHMALZ PRECAST CONCRETE MFG	772.00	4" Manhole Riser and 3" Manhole Riser
SCHMALZ PRECAST CONCRETE MFG	978.00	Manhole risers/bullnoses/squares
SCHMALZ PRECAST CONCRETE MFG	1,199.00	4" Manhole Riser and 3" Manhole Riser
SHEETS DESIGN BUILD LLC	59,576.00	City IT Department Commercial Office Renovation
Sof Surfaces Inc	36,117.40	RESURFACE FLORA POOL PLAYGROUND
STEELE AUTO LLC	308.73	4007 alternator repair
STRAND ASSOCIATES INC	3,792.18	WRRRC SCADA Assistance-Tsk 24-06, 1154-053
STRAND ASSOCIATES INC	945.80	WRRRC Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	1,609.37	Masonry Repairs - City Hall, MFC, Old Engine House
STRAND ASSOCIATES INC	11,717.85	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	16,575.00	Terminal St Pumping Station - 1154.105
STRAND ASSOCIATES INC	3,244.81	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	14,140.00	Terminal St Pumping Station - 1154.105
STRAND ASSOCIATES INC	6,430.87	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	2,466.33	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	9,600.00	High Strength Waste
STRAND ASSOCIATES INC	7,393.16	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	10,854.58	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	856.10	Bergfeld Pond Outlet Structure Repair
STRAND ASSOCIATES INC	16,272.50	Schmitt Island Sanitary Project
STRAND ASSOCIATES INC	242.64	Fire Station 5 & 6
SYDNEY A ALTHOFF	117.25	S Althoff per diem IEHA Conf 10/8/24-10/10/24
TERRY-DURIN COMPANY	11,570.00	Cobra Head
TERRY-DURIN COMPANY	6,100.00	MATERIAL FOR GETTING FIBER TO REMOTE SITES
THE DUBUQUE ADVERTISER	458.50	Denver Air Marketing - New service ORD-DBQ
THE DUBUQUE ADVERTISER	950.00	Denver Air Marketing - New service ORD-DBQ
THE EASTERN IOWA AIRPORT	1,332.77	MAFT training for Ops staff
THE LOCKSMITH EXPRESS	15.00	Key for Chap Schmitt Island San. Pump Station
Thomas Blake	750.00	2214 Jackson; Pacience Johnson-Security Deposit
THOMPSON TIRE & RETREAD	2,685.76	Unit 3403- Radial Casing, Valve Stem, Tires, Labor
THOMPSON TIRE & RETREAD	378.00	Unit 4911- Parts
THOMPSON TIRE & RETREAD	367.76	Unit 2106- 21560R16 ASRNC MAXLIFE 110571545
THOMPSON TIRE & RETREAD	1,084.25	Unit 3407-Brass Valve Stem, Tires, Labor
THOMPSON TIRE & RETREAD	609.54	Unit 3412-Tires, Brass Long Valve Stem, Labor
THOMPSON TIRE & RETREAD	540.00	Unit 7100: 235/65R16C E GY WRL Workhorse HT
THOMPSON TIRE & RETREAD	301.85	Unit 3408-Tires, Repair Flat, Brass Long Valve Ste
THOMPSON TIRE & RETREAD	2,243.22	Unit 3222- Tires, Radial Casing, Brass Valve Stem
THOMPSON TIRE & RETREAD	372.00	JULE BUSES STOCK
THOMPSON TIRE & RETREAD	539.32	Escape tire replacement
THOMPSON TRUCK & TRAILER INC	1,724.54	Unit 4911- REM Gear, Arm Steering
THOMPSON TRUCK & TRAILER INC	447.01	Unit 3417- Parts
THOMPSON TRUCK & TRAILER INC	(169.42)	Unit 3405 Sensor Assembly ICP/BCP
THOMPSON TRUCK & TRAILER INC	136.25	unit 2698 belts
THOMPSON TRUCK & TRAILER INC	118.68	unit 3416 sensor assembly
THOMPSON TRUCK & TRAILER INC	61.15	stores clamps
THREE RIVERS FS INC	1,974.36	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
THREE RIVERS FS INC	404.93	LF DEF 10/07
THREE RIVERS FS INC	276.00	SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	43.65	MSC LP GAS CYLINDER FILL
TIM WILLIS WINDOW CLEANING LLC	210.00	Monthly MSC Window Cleaning
TIMOTHY A LINK	100.50	TLink per diem at IEHA Fall Conference

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
TOWNSQUARE MEDIA LLC	62.00	Marketing for Denver Air new service
TOWNSQUARE MEDIA LLC	476.00	Marketing for Denver Air new service
TRUCK EQUIPMENT INC	1,008.92	Stock- Wide Sweep Broom Model VT650/VT651
TRUCK EQUIPMENT INC	15.13	Service Charge
TSCHIGGFRIE EXCAVATING	1,990.00	FY25 On Call Maintenance Support
TSCHIGGFRIE EXCAVATING	295.00	FY25 On Call Maintenance Support
TSCHIGGFRIE EXCAVATING	985.00	FY25 On Call Maintenance Support
TSCHIGGFRIE EXCAVATING	3,822.55	FY25 On Call Maintenance Support
TSCHIGGFRIE EXCAVATING	37,733.10	Excess Flow Tank Cleaning
TSCHIGGFRIE EXCAVATING	242,900.96	Twin Ridge Lift Station Abandonment Project
TURPIN DODGE OF DUBUQUE LLC	513.00	UNIT 1915 wheel
TURPIN DODGE OF DUBUQUE LLC	(65.29)	Unit 2702 lid armrehold
Unified Therapy Services	425.00	2310 Mineral OAHMP Unified Therapy
Unified Therapy Services	425.00	3123 Pasadena #36 OAHMP Unified
Unified Therapy Services	425.00	1605 Lincoln OAHMP Unified
Unified Therapy Services	425.00	551 Kaufmann OAHMP Unified
Unified Therapy Services	425.00	1791 Lori OAHMP Unified
Unified Therapy Services	425.00	2195 Graham OAHMP Unified
Unified Therapy Services	425.00	541 Kaufmann OAHMP Unified
VAN METER INDUSTRIAL INC	2,050.47	Repair VFD for EFDP-35-XX
VAN METER INDUSTRIAL INC	2,202.44	Street lights- ESSEX 04-003-64 CAT 6 OSP
VERIZON WIRELESS SERVICES LLC	411.78	Staff cell phones and data for surface tablets
VitalSmarts, LC	27,450.00	Crucial Conversations for Mastering Dialogue
WATER SOLUTIONS UNLIMITED INC	11,778.75	FY2025 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELU PRINTING COMPANY	30.69	JBousley Business Cards
WELU PRINTING COMPANY	534.32	Central & White Open House Postcards/Mailing
WELU PRINTING COMPANY	534.32	Central/White Open House-Correct Postcards/Mailing
WHKS AND COMPANY	1,655.76	Iowa St Ramp-Emergency Repairs
WHKS AND COMPANY	8,033.00	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
WHKS AND COMPANY	5,507.70	JEFFERSON PARK RETAINING WALL PROJECT
	<u>\$ 2,443,527.95</u>	

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	November/December 2024 City News Newsletter
SUMMARY:	City Manager providing a copy of the November/December issue of the City News newsletter, which will be distributed with City utility bills from October 16 through November 6.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. November/December 2024 City News Newsletter

City of Dubuque

CITY NEWS

November/December 2024

Inside This Issue

2 | Leaf Rake-Out Service

Merry Mulch Christmas
Tree Composting

Volunteers Needed for
DBQ Shovel Crew

Daily Jet Service at Dubuque
Regional Airport Begins Nov. 4

3 | A Message from the City Manager: Mayor, City Council Members, & City Staff Serving as Leaders for State, Regional, & National Organizations

2024 State of the City

Free Ride to Vote Service
on Election Day

4 | New Faces Events Calendar

City Awarded \$2 Million
for Comiskey Park Phase 2
Improvements

New City Council Agenda
and Minutes Portal

Let's Be Social!



www.cityofdubuque.org

Get news and info by email or text:
Check out all the options at
www.cityofdubuque.org/notifyme

City News is produced by the City
of Dubuque Public Information
Office. Comments are welcome at
publicinfo@cityofdubuque.org
or 563-589-4151.

City Council Goals & Priorities

Over the course of three sessions in August, the City Council identified eight five-year goals for the city:

- **Vibrant Community: Healthy and Safe**
- **Financially Responsible, High-Performance City Organization:** Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:** Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:** Great Place to Live
- **Sustainable Environment:** Preserving and Enhancing Natural Resources
- **Connected Community:** Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- **Partnership for a Better Dubuque:** Building Our Community that is Viable, Livable, and Equitable

They also identified top and high priorities for a 2024-2026 policy agenda. Policy agenda items are issues that need direction or a policy decision by the City Council, or need a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies.

Top Priorities

- Air Service Future Strategy and Action Plan: Major Airline Hub Connections
- Central Avenue Revitalization Plan Implementation
- Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds
- Police Staffing and Hiring
- Street Maintenance/Rehabilitation Program

High Priorities

- Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project
- Chaplain Schmitt Island Development
- City Workforce Retention and Attraction
- Comprehensive Study of Fire Station Locations and Staffing
- Parks Maintenance/Refresh Action Plan

Learn more at cityofdubuque.org/citycouncil
Page 113 of 1713



LEAF RAKE-OUT

October 14 – November 27

The Public Works Department provides residents a leaf rake-out service by appointment each fall. The cost is \$20 for the equivalent of 40 leaf bags and will be added to your utility bill.

For guidelines and to schedule a leaf rake-out appointment, visit www.cityofdubuque.org/yardwaste or call 563-589-4250.

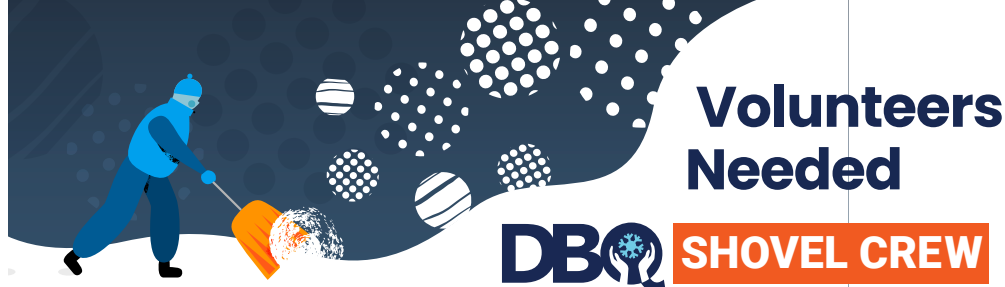
Merry Mulch

Christmas Tree Collection & Composting

January 6 – 17, 2025

City crews will pick up natural Christmas trees (maximum of 8' high) with a City brush tie or one yellow yard waste sticker attached and visible from the street or alley on your regular collection day.

For questions, call 563-589-4250.



Help Neighbors in Need with Snow Removal

DBQ Shovel Crew is a program that pairs volunteers with residents who are not physically able to remove snow and ice from their city sidewalk and do not have other resources to remove the snow and ice, such as neighbors, friends, or a hired service. The City is currently seeking volunteers who can help throughout the winter season. The commitment is caring for one address all winter.

We are all pedestrians at some point in the day, whether walking to a car, the bus, to work, to school, or just in your neighborhood. Your help in keeping sidewalks clear after snow and ice events is a meaningful way to help neighbors in need and the community.



Sign up to volunteer!

To volunteer or to sign up for snow removal assistance, scan the QR code, visit www.cityofdubuque.org/snowassistance, or call 563-589-4159.

Fly from Dubuque

Connect to
Hundreds of Cities



DenverAir
CONNECTION
A Key Lime Air Company

Book Now

FlyDBQ.com/Flights



Enjoy Free Parking!

Dubuque Regional Airport Daily Jet Service Begins Nov. 4

Beginning Nov. 4, 2024, Denver Air Connection will operate a daily flight between the Dubuque Regional Airport (DBQ) and O'Hare International Airport (ORD) on a 50-seat regional jet. Tickets can be purchased now.

Denver Air has interline ticketing and baggage transfer agreements with American Airlines, United Airlines, and Delta Air Lines. With a single reservation, passengers will be able to travel, connect, and check their baggage through to their final destination.

The Dubuque Regional Airport offers free parking. Food and drink service is available within the terminal's secure waiting area.

NOW is the time to book your trip!

Visit FlyDBQ.com/Flights to get on board!



A Message from the CITY MANAGER

Michael C. Van Milligen

In addition to their many local commitments, the mayor and city council, as well as city staff, are often called upon to serve in leadership roles with state, regional, and national organizations to offer expertise and to advocate for Dubuque goals, priorities, and initiatives. Here are three recent examples.

Mayor Cavanagh Elected ILC Board President

Mayor Brad Cavanagh was sworn in to serve as the president of the Iowa League of Cities (ILC) Executive Board at the league's Annual Conference and Exhibit in late September. He has been a member of the ILC's executive board since 2020 and has served as president-elect of the executive board for the past year. Mayor Cavanagh's term as president is one year.

The ILC, which celebrated its 125th anniversary in 2023, serves as the unified voice of cities across Iowa, providing advocacy, training, and guidance to strengthen the state's communities. Its executive board adopts policies to provide direction to the league, adopts the annual operating budget, establishes membership fees, and provides direction to the organization.

The ILC's executive board consists of 14 board director positions and five officer positions: president, president-elect, and three past presidents. All these positions are filled by current city officials who represent Iowa cities of various sizes across the state.

Councilwoman Farber on FCC Advisory Committee

Earlier this year, First Ward City Council Representative Susan Farber was named a member of the Federal Communications Commission's (FCC) Intergovernmental Advisory Committee (IAC). Her term on the committee will be two years.

The committee provides guidance, expertise, and recommendations to the FCC on telecommunications issues impacting local, county, state, and tribal governments. It also makes recommendations to the FCC on issues related to increasing deployment and adoption of broadband services.

Councilwoman Farber is one of 30 committee members who represent 20 states plus the District of Columbia. She is the only committee member from Iowa.

Burbach Named Top 10 Trailblazer

Assistant City Manager Cori Burbach is currently serving as the Iowa City/County Management Association (IaCMA) president and she was recently a Top 10 Finalist for the League of Women in Government's 2024 Leadership Trailblazer Award. The International City/County Management Association (ICMA) award recognizes an accomplished women who are leaders in the local government profession and have inspired other women to achieve executive-level positions as well. To be considered, nominees must hold a local government leadership position, such as city manager/administrator, county manager/administrator, assistant city or county manager, or deputy city or county manager. Congratulations to Cori for this national recognition!



State of the City

On Sept. 13, Mayor Brad Cavanagh delivered the 2024 State of the City address, highlighting Dubuque's shared successes over the past year and the challenges and opportunities that lie ahead. Together, our community continues to make progress.

Watch the full address and read the written remarks at:

www.cityofdubuque.org/sotc



FREE 'RIDE TO VOTE' Service on Election Day

The Jule is offering free bus rides for voters on Election Day, Tuesday, Nov. 5, from 6:15 a.m. until 6:45 p.m. Residents who wish to utilize this free service can inform Jule operators that they are riding to vote. Fixed-route buses will not deviate from regular routes but will provide rides to bus stops within reasonable walking distance of polling places in Dubuque.

Learn more at

www.cityofdubuque.org/ridetovote

New Faces

New City Employees

Joseph Biedermann	Parks
Laurana Snyder	Parks
Derek Kuntz	Public Works
Lori Apel	Library
Mary Metcalf	Recreation
Kenneth Huseman	Water
Marcus Leitzen	Police
Brandin Mills	Airport
Ty Kiernan	Airport
Ryan Linkie	Airport
Khloe George	AmeriCorps
Zaebian Machande	AmeriCorps
Mikayla Brown	AmeriCorps
Allison Maas	AmeriCorps
Susan Lau	AmeriCorps
Macade Lacy	AmeriCorps
Ka'Meah Neal	AmeriCorps
Nicholas Stroschein	Recreation

New Board/Commission Members

Diann Guns	Board of Library Trustees
Heidi Pettitt	Historic Preservation Commission

Calendar

November

4	City Council Meeting, 6:30 p.m.
7	Election Day
18	City Council Meeting, 6:30 p.m.
28-29	City offices closed for Thanksgiving holiday (Thursday, Nov. 28, curbside collection will occur on Saturday, Nov. 30. No change in Friday, Nov. 29, collection.)

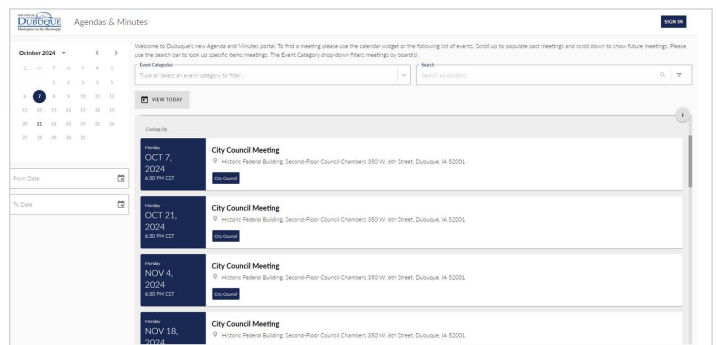
December

7	City Council Meeting, 6:30 p.m.
21	City Council Meeting, 6:30 p.m.
24-25	City offices closed for Christmas holiday (Wednesday, Dec. 25, curbside collection will occur on Saturday, Dec. 28. No change in Tuesday, Dec. 24, collection.)

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details). Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 1172 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

New City Council Meeting Agendas & Minutes Portal



The City recently launched a new portal for City Council meeting agendas and minutes. Explore the new portal at www.cityofdubuque.org/agendas.

City Council agendas are published at 9 a.m. on the Friday before each council meeting. Current subscribers to City Council agenda notifications will remain subscribed automatically. Those interested in receiving agenda notifications may subscribe to the City Council Agendas Notify Me list at www.cityofdubuque.org/notifyme. For questions, call the City Clerk's Office at 563-589-4100.

City Awarded Nearly \$2 Million for Comiskey Park

Phase 2 Improvements



The City was recently awarded a \$1.974 million Outdoor Recreation Legacy Partnership (ORLP) grant from the National Park Service for a second phase of improvements to Comiskey Park including:

- two full-size basketball courts,
- shaded picnic areas,
- replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field,
- paved trails throughout the park,
- a new park entryway,
- a 53-stall parking lot, and
- landscaping including trees and native plantings.

Construction is expected to begin in August 2026, with an estimated completion date of July 2027.

Learn more at www.cityofdubuque.org/comiskey

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE:	Sustainable Dubuque Community Grant Award Recommendation
SUMMARY:	City Manager recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program. RESOLUTION Awarding Sustainable Dubuque Grant To Dubuque Arboretum & Botanical Gardens RESOLUTION Awarding Sustainable Dubuque Grant To City Girl Farming RESOLUTION Awarding Sustainable Dubuque Grant To Clarity Clinic Pregnancy Center RESOLUTION Awarding Sustainable Dubuque Grant To Convivium Urban Farmstead RESOLUTION Awarding Sustainable Dubuque Grant To PALS: People Associated With Lincoln School RESOLUTION Awarding Sustainable Dubuque Grant To Dubuque Rescue Mission Garden
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. SD Community Grant Recommendation CC_10042024
3. Resolution_Arboretum_10042024
4. Resolution_City Girl Farming_10042024
5. Resolution_Clarify Clinic_10042024
6. Resolution_Convivium_10042024
7. Resolution_PALS Lincoln School_10042024
8. Resolution_Rescue Mission Garden_10042024

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Sustainable Dubuque Community Grant Award Recommendation

DATE: October 16, 2024

Director of Sustainability Gina Bell is recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

The following applications are recommended for funding:

ORGANIZATION	PROJECT	AWARD
Arboretum & Botanical Gardens	Native Plants and Prairie Enhancement	\$2,500
City Girl Farming	Irrigation and Reusable Containers	\$2,050
Clarity Clinic	Sexual Risk Avoidance Education	\$2,000
Convivium Urban Farm	Learning Center & Apiary Signage	\$1,950
PALS – Lincoln School	Lions Walk & Roll to School Week	\$1,500
Dubuque Rescue Mission Garden	Garden Greenhouse – Level Up!	\$2,500

Total recommended funding for this round is \$12,500.00, leaving \$12,500.00 remaining to grant in the spring (FY25). Three grant applications received less funding than requested. In accordance with newer guidance from the State Auditor, each grant includes a resolution to state public purpose.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability



TO: Michael Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

SUBJECT: Sustainable Dubuque Community Grant Award Recommendation

DATE: October 4, 2024

INTRODUCTION

The purpose of this memo is to present the recommendations of the Resilient Community Advisory Commission (RCAC) for Round 30 of the Sustainable Dubuque Community Grant applications.

BACKGROUND

In 2013, the City Council approved the Sustainable Dubuque Community Grant program to catalyze community leaders in the Sustainable Dubuque initiative. The grants are available to any residents, non-profits or businesses who propose a project that addresses at least one of the twelve sustainability principles and includes an element of community engagement or education in their project.

\$25,000 was allocated for grant disbursement in FY25. Six eligible applications (6) applications received this first round (October 2024) totaling \$14,250.00 in requested funding. All commissioners were invited to submit their individuals scores and comments.

DISCUSSION

The following applications are recommended for funding:

ORGANIZATION	PROJECT	AWARD
Arboretum & Botanical Gardens	Native Plants and Prairie Enhancement	\$2,500
City Girl Farming	Irrigation and Reusable Containers	\$2,050
Clarity Clinic	Sexual Risk Avoidance Education	\$2,000
Convivium Urban Farm	Learning Center & Apiary Signage	\$1,950
PALS - Lincoln School	Lions Walk & Roll to School Week	\$1,500
Dubuque Rescue Mission Garden	Garden Greenhouse - Level Up!	\$2,500

Total recommended funding for this round is \$12,500, leaving \$12,500 remaining to grant in the spring (FY25). Three awards are recommended to receive less than the requested amount.

In accordance with newer guidance from the State Auditor, each grant includes a resolution to state public purpose.

REQUESTED ACTION

I respectfully request City Council approve the recommendations of the RCAC regarding the Round 30 funding of the Sustainable Dubuque Community Grant program.

Attachments

Resolution_Arboretum_10042024

Resolution_City Girl Farming_10042024

Resolution_Clarity Clinic_10042024

Resolution_Convivium_10042024

Resolution_PALS Lincoln School_10042024

Resolution_Rescue Mission Garden_10042024

RESOLUTION NO. ____ - 24

AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE ARBORETUM & BOTANICAL GARDENS

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,

- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall transition the edge of the Dubuque Arboretum & Botanical Gardens Prairie Garden from roses to native shrubs.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Dubuque Arboretum & Botanical Gardens.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Arboretum & Botanical Gardens and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 24

AWARDING SUSTAINABLE DUBUQUE GRANT TO CITY GIRL FARMING

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and

- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall reduce water consumption for City Girl Farming by installing a drip irrigation system and significantly minimize waste by promoting reusable containers and bags.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to City Girl Farming.

Section 2. The City Manager or his designee shall enter into a grant agreement with City Girl Farming and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 24

**AWARDING SUSTAINABLE DUBUQUE GRANT TO CLARITY CLINIC
PREGNANCY CENTER**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,

- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall create a program at Clarity Clinic Pregnancy Center to educate young women and men about healthy sexual life choices.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Clarity Clinic Pregnancy Center.

Section 2. The City Manager or his designee shall enter into a grant agreement with Clarity Clinic Pregnancy Center and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 24

**AWARDING SUSTAINABLE DUBUQUE GRANT TO CONVIVIVUM URBAN
FARMSTEAD**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,

- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall design and print interpretive signage in the Learning Center and Apiary Viewing Area of Convivium Urban Farmstead.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Convivium Urban Farmstead.

Section 2. The City Manager or his designee shall enter into a grant agreement with Convivium Urban Farmstead and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 24

**AWARDING SUSTAINABLE DUBUQUE GRANT TO PALS: PEOPLE
ASSOCIATED WITH LINCOLN SCHOOL**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,

- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall purchase an additional bike rack, safety lights, locks and equipment, and supplies to create a traffic garden for practicing safe cycling at Lincoln Elementary.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to PALS: People Associated with Lincoln School.

Section 2. The City Manager or his designee shall enter into a grant agreement with PALS: People Associated with Lincoln School and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. _____ - 24

**AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE RESCUE
MISSION GARDEN**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,

- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

WHEREAS, the City Council in 2021 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall take advantage of vertical space to increase square footage of available seedling growing space in the Dubuque Rescue Mission Garden.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Dubuque Rescue Mission Garden.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Rescue Mission Garden and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ____ day of October 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE: Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa

SUMMARY: City Manager recommends accepting the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023, across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on the attached Grant of Easement document to facilitate the future maintenance and repair of the embankment improvements.

RESOLUTION Accepting a Grant of Permanent Embankment Easement Through, Over and Across Part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa

**SUGGESTED
DISPOSITION:** Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 cc memo johnson eagle valley embank ease
3. 2 res accept johnson eagle valley embank ease
4. 3 johnson eagle valley embank ease signed

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

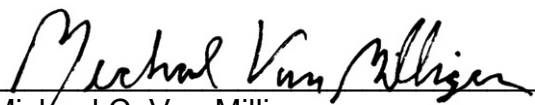
SUBJECT: Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa

DATE: October 15, 2024

City Engineer Gus Psihoyos is accepting the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023, across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on the attached Grant of Easement document to facilitate the future maintenance and repair of the embankment improvements.

The park property in the Eagle Valley Subdivision is currently accessed from Harpy Eagle Court via an access easement thru private property. The design plans for the proposed sidewalk improvements from Harpy Eagle Ct. to the park property include an earthen embankment that is not located within the existing access easement. The embankment improvement will be located on private property owned by the Stephen C. Johnson Living Trust Dated July 28th, 2023.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PLS
Marie Ware, Leisure Services Director
Stephen Fehsal, Park Division Manager



TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 9, 2024

RE: Acceptance of a Grant of Permanent Embankment Easement over Stephen C. Johnson Living Trust Dated July 28th, 2023 Property at 2091 Harpy Eagle Court, Dubuque, Iowa

INTRODUCTION

The purpose of this memorandum is to seek approval and acceptance of a Grant of Permanent Embankment Easement across Stephen C. Johnson Living Trust Dated July 28th, 2023 property being part Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, common address 2091 Harpy Eagle Court, Dubuque, Iowa.

BACKGROUND

Earlier this year and per Resolution 121-24, the City Council approved the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development construction projects. The City Council has designated funding for the Eagle Valley, Westbrook, and English Ridge Subdivision Parks projects. The community was engaged in the planning process and plans and specifications have been prepared for the proposed park improvements.

The park property in the Eagle Valley Subdivision is currently accessed from Harpy Eagle Court via an access easement thru private property. The design plans for the proposed sidewalk improvements from Harpy Eagle Ct. to the park property include an earthen embankment that is not located within the existing access easement. The embankment improvement will be located on private property owned by the Stephen C. Johnson Living Trust Dated July 28th, 2023.

DISCUSSION

In order to allow for the construction of the subject sidewalk and embankment and for the future maintenance or repair of said improvements, an easement is being sought by the City. WHKS has prepared the attached easement exhibit and Stephen Johnson has executed the attached Grant of Permanent Embankment Easement document.

RECOMMENDATION

I recommend accepting the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023 across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on the attached Grant of Easement document to facilitate the future maintenance and repair of the embankment improvements.

ACTION TO BE TAKEN

I respectfully request acceptance of the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023 through the adoption of the enclosed resolution.

Prepared by Nate Kieffer, PLS

cc: Marie Ware, Leisure Services Director
Stephen Fehsal, Park Division Manager

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Adrienne N. Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4121

RESOLUTION NO. -24

**ACCEPTING A GRANT OF PERMANENT EMBANKMENT EASEMENT THROUGH,
OVER AND ACROSS PART OF LOT 6 OF BLOCK 3 OF EAGLE VALLEY
SUBDIVISION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Stephen C. Johnson Living Trust Dated July 28th, 2023, has executed a Grant of Permanent Embankment Easement through, over and across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Permanent Embankment Easement through, over and across part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on the Grant of Permanent Embankment Easement from Stephen C. Johnson Living Trust Dated July 28th, 2023, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Permanent Embankment Easement with the Dubuque County Recorder.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF PERMANENT EMBANKMENT EASEMENT

For and in consideration of the sum of One Thousand Five Hundred Eleven and 46/100's (\$1,511.46) and other good and valuable consideration, Stephen C. Johnson, as Trustee of the Stephen C. Johnson Living Trust Date July 28th, 2023 ("Grantor") does hereby grant to the City of Dubuque ("Grantee"), a municipal corporation, its agents and contractors, from the date hereof, a right of way and easement through, under and across the following described real estate situated in Dubuque County, Iowa, to wit:

Part of Lot 6 of Block 3 of Eagle Valley Subdivision, in the City of Dubuque, Iowa, as shown on Exhibit A attached hereto and by reference made a part hereof.

Said easement shall be as shown on the attached Easement Exhibit A, for the purpose of constructing and maintaining an earthen embankment for lateral support of a sidewalk as shown in the approved Improvements Plans on file with the City Engineer (the Improvements), along with the right, privilege and authority to survey, inspect, construct, reconstruct, alter, maintain, repair, replace, patrol and remove said Improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein.

It is understood and agreed that the Grantee herein shall restore the disturbed area due to the construction of the sidewalk improvements, and due to the construction, maintenance or repair of said embankment improvements.

Grantor shall not erect any structure over or within the easement area without obtaining the prior written approval of the City Engineer. Grantor shall not change the grade, elevation, and contour or perform any construction or excavation that will

diminish the lateral support or integrity of said Improvements, of any part of the easement area without obtaining the prior written consent of the City Engineer.

Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, repair, patrol or removal of said Improvements.

To have and to hold unto the said City of Dubuque, Iowa, forever, and the undersigned do hereby expressly covenant that they are the owners in fee of said real estate and have good right to execute this agreement, and that the Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate to maintain or repair said embankment improvements thereon or therein.

Dated at Dubuque, Iowa this 8th day of October, 2024.

**STEPHEN C. JOHNSON LIVING
TRUST DATED JULY 28TH, 2023**

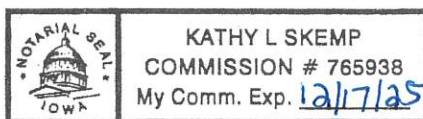
By: Stephen Johnson
Stephen C. Johnson, Trustee

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this 8th day of October, A.D., 2024 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Stephen C. Johnson, to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

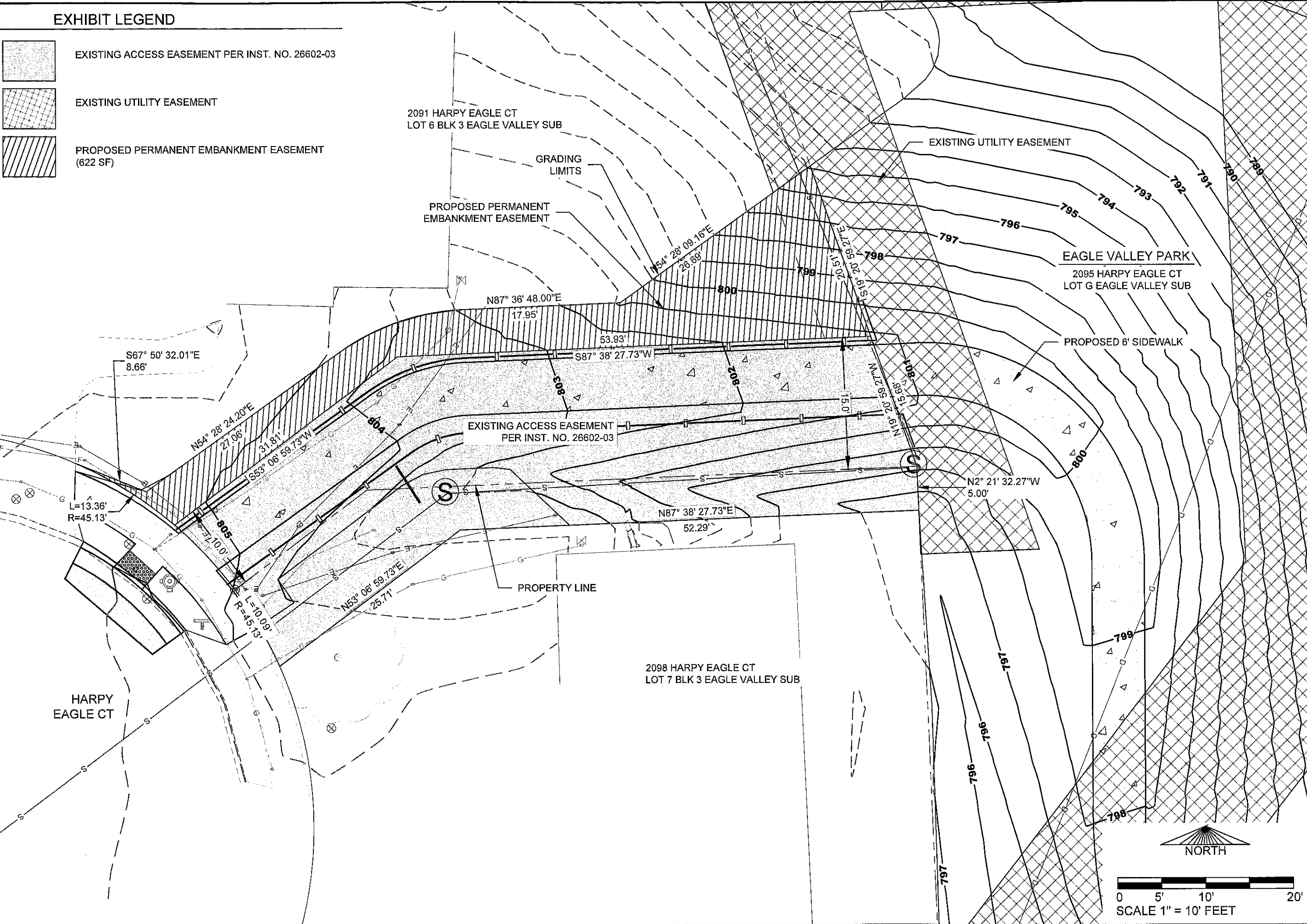


Kathy L Skemp
Notary Public In and For Said State

K:\DBQ - CITY\9920.00 - DUBUQUE 3 MINI PARKS\41 CAD\CAD SHEETS\1 EAGLE VALLEY\EAGLE VALLEY - EXHIBIT A - EASEMENT EXHIBIT.DWG 3/28/2024 5:25 AM KEVIN PODSTAWA

EXHIBIT LEGEND

- EXISTING ACCESS EASEMENT PER INST. NO. 26602-03
- EXISTING UTILITY EASEMENT
- PROPOSED PERMANENT EMBANKMENT EASEMENT (622 SF)



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Lovely City
CONSULTING

PERMANENT EMBANKMENT EASEMENT
BEING PART OF LOT 6 OF BLOCK 3 IN
EAGLE VALLEY SUBDIVISION
DUBUQUE, IOWA

SCALE:	AS SHOWN
PROJECT NO.	9920.00
DRAWN BY:	KMP
CHECKED BY:	JML
SHEET	EXHIBIT A

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA)

SUMMARY: City Manager recommending City Council approve and authorize the Mayor to execute a Grant Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA) in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

RESOLUTION Authorizing The Mayor To Execute A Grant Funding Agreement For Services Between The City Of Dubuque And The East Central Intergovernmental Association (ECIA) In Connection With The SMART Grant – Metro Dubuque Traffic Data Aggregation For Connected Vehicles Project For The DMATS Area

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Smart Grant Connected Vehicles Project Funding Agreement with ECIA - Council Staff MEMO
3. Smart Grant Connected Vehicles Project Funding Agreement with ECIA - Council RESOLUTION copy
4. Agreement

TO: The Honorable Mayor and City Council Members

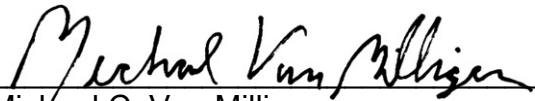
FROM: Michael C. Van Milligen, City Manager

SUBJECT: SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA).

DATE: October 16, 2024

Civil Engineer II Dave Ness is recommending City Council approve and authorize the Mayor to execute a Grant Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA) in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Dave Ness, Civil Engineer II
Jenny Larson, Chief Financial Officer
Teri Goodmann, Director of Strategic Partnerships
Nathan Kelleher, Grant, Budget/Financial Analyst
Bob Schiesl, Assistant City Engineer
Chandra Ravada, ECIA

TO: Michael C. Van Milligen, City Manager

FROM: Dave Ness, City Engineer II

SUBJECT: SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for DMATS Area Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA).

DATE: October 10, 2024

INTRODUCTION

The enclosed resolution authorizes the Mayor to execute a Funding Agreement with ECIA for the City's assistance and technical services in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

BACKGROUND

ECIA was awarded \$2 million from the U.S. Department of Transportation (DOT) SMART funding to develop an open interface that delivers near real-time transportation data to vehicles via the cellular network. Currently, transportation data across local, regional, and state levels is not standardized or aggregated into a format suitable for such an interface. ECIA, in collaboration with partners including the City of Dubuque, Iowa DOT, and others, will create a comprehensive, standardized data set covering traffic, road conditions, weather, and more for the Dubuque metropolitan area. This data will be integrated and distributed in real time to original equipment manufacturers and third-party stakeholders. The project aims to transform how transportation data is collected, shared, and utilized, building on ECIA's history of smart transportation initiatives like the STREETS program, which optimizes traffic control and efficiency. No grant funds will be used for in-vehicle infotainment system upgrades.

DISCUSSION

ECIA, in collaboration with Parsons and Harman Automotive, proposes to develop a system that packages real-time travel data for vehicles, ensuring the right information is displayed to motorists at the right time. The project will leverage existing smart transportation infrastructure and ITS devices to create a comprehensive picture of traffic and road conditions across the Dubuque metropolitan area. With SMART funding, ECIA will develop a standardized data set, build intelligence to manage data distribution, and create an open interface to deliver this information to OEMs and infotainment system providers in near real time. Stage 1 will focus on defining the data set and developing a prototype feed, using a C-V2X standards-based interface. This system will provide critical transportation data directly to vehicles without the need for roadside or onboard units, facilitating rapid adoption and enhancing traffic safety and efficiency.

ECIA – CITY OF DUBUQUE SERVICES AGREEMENT

The City will provide professional services for the SMART Grant - Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project, as outlined in the Scope of Services (Attachment A). If the scope of work exceeds what is specified, ECIA and the City will amend the agreement by mutual consent. The City's staff will collaborate with ECIA throughout the agreement term to review progress. The performance period will run from August 2024 through February 2026, with an anticipated 18-month timeframe. Extensions are possible upon agreement by both parties.

RECOMMENDATION

I recommend that the City Council approve and authorize the Mayor to execute the Grant Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA) in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

BUDGET IMPACT

The City will invoice ECIA up to \$75,000 for services performed, with invoices submitted monthly. Payments are due upon receipt, and the number of hours worked will vary based on project needs. Amendments to the agreement can be made if the services provided exceed the initial limit.

ACTION TO BE TAKEN

I respectfully request the City Council approve and authorize the Mayor to execute a Grant Funding Agreement for Services Between The City of Dubuque and The East Central Intergovernmental Association (ECIA) in connection with SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

cc: Jenny Larson, Chief Financial Officer
Teri Goodmann, Director of Strategic Partnerships
Nathan Kelleher, Grant, Budget/Financial Analyst
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer
Chandra Ravada, ECIA

RESOLUTION NO. ____-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT FUNDING AGREEMENT FOR SERVICES BETWEEN THE CITY OF DUBUQUE AND THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION (ECIA) IN CONNECTION WITH THE SMART GRANT – METRO DUBUQUE TRAFFIC DATA AGGREGATION FOR CONNECTED VEHICLES PROJECT FOR THE DMATS AREA.

WHEREAS, the City of Dubuque desires to support the development of an open interface to deliver near real-time transportation data to vehicles, as part of the SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the Dubuque Metropolitan Area Transportation Study (DMATS) area; and

WHEREAS, the East Central Intergovernmental Association (ECIA) was awarded \$2 million from the U.S. Department of Transportation (DOT) SMART funding to develop this project, which will collect, standardize, and aggregate transportation data across local, regional, and state levels, ensuring the delivery of real-time data for traffic conditions, road closures, and other related data to original equipment manufacturers and third-party stakeholders; and

WHEREAS, the City of Dubuque will provide professional services to assist in the implementation of this project, as outlined in the Scope of Services (Attachment A), and will collaborate with ECIA and its partners to ensure successful project execution and progress throughout the 18-month performance period, commencing in August 2024 and running through February 2026; and

WHEREAS, the City will invoice ECIA for services performed, up to \$75,000, with monthly invoices submitted and payments due upon receipt, with provisions for amending the agreement if services exceed the initial limit; and

WHEREAS, the proposed project will leverage existing smart transportation infrastructure and ITS devices to deliver critical transportation data directly to vehicles, enhancing safety, efficiency, and traffic flow across the Dubuque metropolitan area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1: That the Mayor is hereby authorized to execute the Grant Funding Agreement for Services Between the City of Dubuque and the East Central Intergovernmental Association (ECIA) in connection with the SMART Grant – Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS area.

Passed, approved, and adopted this ____ day of _____, 2024

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF DUBUQUE
AND
THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

This Agreement ("Agreement"), by and between the East Central Intergovernmental Association ("ECIA") and the City of Dubuque, ("the City") is requesting the City's assistance and technical services in connection with SMART Grant - Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS Area is entered into on the [REDACTED] day of [REDACTED], 2024.

SECTION 1. Scope of Services

The City will provide and perform the necessary services set forth in the Scope of Services (Attachment A) and perform professional work as part of the SMART Grant - Metro Dubuque Traffic Data Aggregation for Connected Vehicles Project for the DMATS Area. If the scope of services exceeds those services listed in Attachment A for any reason, ECIA and the City (collectively the "Parties") will amend the Scope of Services in a manner that is mutually agreed upon by the Parties. The City staff assigned to this Agreement agree to meet with ECIA as needed throughout the Agreement term to review progress and performance on the activities listed in the Scope of Services (Attachment A).

SECTION 2. Time of Performance

The City will commence performance under this Agreement upon execution by the Parties beginning August 2024 through February 2026. The time required for performance is anticipated to be 18 months from the date of execution of this Agreement. The Agreement can be extended upon mutual Agreement by both parties.

SECTION 3. Method of Payment and Hours Worked

City staff will perform tasks as requested by ECIA and will invoice the Agreement for services as performed using the rates and hours outlined in the Scope of Services (Attachment A). The City will invoice up to \$75,000 under this Agreement. The Agreement may be amended as needed in the event services provided exceed the agreement limit amount as set above. The City will invoice ECIA on the last business day of each month, beginning the month the Agreement is executed for services rendered during that calendar month. Payment is due upon receipt of each invoice. The number of hours per month is expected to fluctuate depending on the number of project activities requested by ECIA.

SECTION 4. Personnel

The City represents that it currently employs, or will acquire additional personnel as needed for the timely and successful performance of this Agreement. All personnel, whether existing or newly acquired, are required to be City employees. Nothing contained

in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of employment or fiduciary relationship between the Parties.

SECTION 5. Property

The City is responsible for acquiring or using existing property, real or personal, as it deems necessary in performing work under this Agreement.

SECTION 6. Termination by ECIA

6.1. ECIA may, by thirty (30) days written notice to the City, terminate this Agreement in whole or in part at any time:

- a) For ECIA's convenience,
- b) For the failure of the City to fulfill its obligations under the Agreement, or
- c) As the funding source for the Agreement ceases to exist.

Upon receipt of such notice, the City will (1) immediately discontinue all affected services (unless the notice directs otherwise) and (2) deliver to ECIA all data, files, and any other materials related to the project and the City's performance of this Agreement within thirty (30) calendar days of receiving the termination notice.

6.2. If ECIA elects to terminate this Agreement for convenience, The City will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination does not fall on the last business day of a month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

6.3. If ECIA elects to terminate this pursuant to 6.1(b). Upon receipt of written notice of termination from ECIA, the City will have ten (10) days to cure any breach cited by the ECIA in its notice of termination to the satisfaction of ECIA in its sole discretion. If ECIA deems any such breach cured, it must notify the City in writing that the City's efforts to cure are acceptable and that performance under this Agreement will continue.

SECTION 7. Termination by the City

7.1 The City may terminate this Agreement by thirty (30) days written notice to ECIA for the following reasons:

- 1. Both parties agree a continuation of this Agreement will not be in the best interests of the City.
- 2. The City ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this Agreement.

7.2 If the City elects to terminate this Agreement, the City will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination

does not fall on the last business day of a month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

SECTION 8. Political Activity

No portion of the ECIA's payment to the City may be used for any partisan political activity or, to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

SECTION 9. Miscellaneous

9.1. Force Majeure. In the event that the City is delayed or hindered in or prevented from the performance of any act by an occurrence beyond the reasonable control of the City and without its fault or negligence, including but not limited to strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous condition, fire, weather, or acts of God, then performance of any such act will be extended for a period equivalent to the period of such delay.

9.2. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements.

9.3. Modifications. This Agreement may not be modified except in writing and signed by ECIA and the City.

9.4. Applicable Law and Venue. This Agreement is governed by the laws of the State of Iowa, and the venue for any action with respect to this Agreement is the District Court of Dubuque County, Iowa.

9.5. Authority. The City and ECIA represent that each, respectively, has full right, power and authority to execute this Agreement.

9.6. Severability. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

9.7. Consent or Approval. In any case, where the approval or consent of the City or ECIA is required or requested under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.

9.8. Notices. All notices and correspondence related to this Agreement shall be sent to the following:

ECIA (point of contact): Chandra Ravada
East Central Intergovernmental Association
7600 Commerce Park, Dubuque, Iowa 52002

City of Dubuque (point of contact): Bob Schisel
City of Dubuque City Hall
50 W. 13th Street, Dubuque, Iowa 52001

9.9. Indemnification. Each Party, as the “Indemnifying Party,” shall indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an “Indemnified Party”) from and against any and all losses, damages, liabilities, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees (each a “Loss”), incurred by the Indemnified Party in connection with any claim, action, cause of action, demand, lawsuit, arbitration, proceeding or litigation, of any nature (each an “Action”) by a third party (other than an affiliate of an Indemnified Party) caused by the Indemnifying Party’s performance of its obligations under this Agreement, unless such Loss arises from the Indemnified Party’s own negligence or intentional act or omission. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party’s expense.

9.10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

City of Dubuque

**East Central Intergovernmental
Association**

By: _____

Brad Cavanagh, Mayor

By: _____

Jack, Willey, ECIA Chairperson

Attest:

Attest:

Adrienne Breitfelder , City Clerk

Chandra Ravada, Interim Executive Director

ATTACHMENT A

SCOPE OF SERVICES

- The City of Dubuque will provide most of the data associated with the interface through their ATMS.
- Host any needed local servers and support the setup of systems and communications through the network.
- Provide input on what data to provide and help define how each piece of transportation data should be defined and shared to allow for the most appropriate distribution and display for motorists to help optimize traffic flow in the Metro area.
- Provide input on the final design and review of the prototype and input planning for a potential phase 2 full deployment.
- Participate in weekly or biweekly update meetings.

Hourly Rate

- Asst. City Engineer – Direct =\$ 57.66, Indirect= \$76.00
- Civil Eng II-Traffic – Direct = \$51.84, Indirect= \$69.00
- Traffic Engineer – Direct = \$44.08, Indirect= \$59.00
- Traffic Engineer – Direct = \$37.58, Indirect = \$50.00

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Bee Branch Stormwater Pumping Station – Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007) FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001
SUMMARY:	City Manager recommending City Council approval to enter into a Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in the amount of \$8,690,000 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project). RESOLUTION Approving Subaward Agreement (Agreement No. LPDM-PJ-07-IA-2024-001) With The Iowa Department Of Homeland Security And Emergency Management And The Federal Emergency Management Agency To Assist With Bee Branch Stormwater Pumping Station – Phase IV Of The Bee Branch Watershed Flood Mitigation Project
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Bee Branch Subaward Agreement FEMA
3. Bee Branch Subaward Agreement FEMA - Council Resolution
4. LPDM-PJ-07-IA-2024-0001 - City of Dubuque Subaward Agreement Notification Letter (Signed DW)
5. LPDM-PJ-07-IA-2024-0001 City of Dubuque Subaward Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bee Branch Stormwater Pumping Station – Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007)
FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001

DATE: October 16, 2024

City Engineer Gus Psihoyos is recommending City Council approval to enter into a Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in the amount of \$8,690,000 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project).

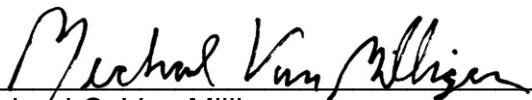
The City was notified by the Iowa Department of Homeland Security and Emergency Management that the City was awarded \$8,690,000 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project). The legislation establishing the funding allows the state to utilize a portion of the federal allocation for the state to administer the grant on behalf of FEMA. This reduces the federal share to \$ 7,900,000. But as part of the FEMA PDM Grant program, the state does provide additional funding that is 10% of the federal share. As a result, the cost -share breakdown is as follows:

ALLOCATION

Federal (FEMA)	\$ 7,900,000	28.93%
State	\$ 790,000	2.89%
Local Match	<u>\$18,609,820</u>	68.18%
TOTAL	<u>\$27,309,820</u>	

The local match includes the \$7,700,000 in EDA Grant funding, leaving the City responsible for \$10,919,820 in local funding.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Teri Goodman, Director of Strategic Partnerships

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Bee Branch Stormwater Pumping Station – Phase IV of the Bee Branch Watershed Flood Mitigation Project (Project #5586500007)
 FEMA PDM Grant Agreement LPDM-PJ-07-IA-2024-001

DATE: October 16, 2024

INTRODUCTION

The purpose of this memorandum is to request approval to enter into a Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in the amount of \$8,690,000 for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project).

BACKGROUND

In November of 2013, the City Council passed Resolution 335-13 adopting the 2013 Drainage Basin Master Plan Amendment that outlined several improvements throughout the Bee Branch watershed to mitigate the effects of future flooding and disasters. Collectively, the improvements form the basis of the multi-phase Bee Branch Watershed Flood Mitigation Project outlined below.

Table 1. Twelve phases of the Bee Branch Watershed Flood Mitigation Project

Phase	Description	Status
1	Carter Road Detention Basin	Complete
2	West 32 nd Street Detention Basin	Complete
3	Historic Millwork District	Complete
4	Lower Bee Branch Creek Restoration	Complete
5	Flood Mitigation Gate Replacement	Designed
6	Impervious Surface Reduction (Green Alleys)	Initiated
7	Upper Bee Branch Creek Restoration	Complete
8	22 nd Street Storm Sewer Improvements	Complete to N. Main St.
9	Flood Mitigation Maintenance Facility	Cleanup Initiated
10	North End Storm Sewer Improvements	
11	Water Plant Flood Protection	
12	17 th Street Storm Sewer Improvements	Complete to Heeb St.

On December 4, 2013, the Iowa Flood Mitigation Board voted to award the City \$98,494,178 for the Bee Branch Watershed Flood Mitigation Project. On February 3, 2014 the City Council adopted Resolution 31-14 authorizing the execution of an agreement with the State of Iowa Flood Mitigation Board and authorizing the City's use of sales tax increment funding for the Bee Branch Watershed Flood Mitigation Project.

The City has used a combination of stormwater utility revenue; local, state, and federal grant funding; and debt in order to construct the improvements associated with the flood mitigation plan. The state grant funding and the subsequent debt issuances allowed for much of the protection to be provided sooner than otherwise possible. With a total estimated cost of \$250 million, the Bee Branch Watershed Flood Mitigation Project will prevent an estimated \$582 million in damages over the 100-year design life of the project. With more than \$163 million in funding assistance, for every dollar invested by Dubuque citizens it will prevent almost seven dollars in flood damage.

In September of 2023, the City Council adopted Resolution 298-23 approving the City's application for \$7.7 million in EDA Disaster Relief Opportunity grant funding and pledged providing the required local matching funds in the amount of \$19,012,000.00 with \$2,600,000 from a State Revolving Fund loan and \$16,412,000.00 from General Obligation Bonds.

On March 23, 2024, H.R. 2882, the "Further Consolidated Appropriations Act, 2024," was signed into law, providing funding for projects and activities of departments and agencies of the Federal Government. This included \$8 million in Federal Emergency Management Agency's Pre-Disaster Mitigation (PDM) grant program funding for the City's Flood Mitigation Gates and Pumps Project (aka Bee Branch Stormwater Pumping Station Project) as requested as Community Project Funding by U.S. Representative Ashley Hinson.

On May 22, 2024, the federal Notice of Funds Availability (NOFA) was issued for the Fiscal Year 2024 Pre -Disaster Mitigation Grant Program. Iowa Homeland Security and Emergency Management (IHSEM), who administers the grant on behalf of FEMA, invited the City to submit an application for the grant funding on May 28, 2024. The application required a resolution documenting the City's commitment to provide the requisite grant matching funds. In terms of the FEMA grant, the project cost is made up of construction, construction contingency, and engineering/ project management/ oversight costs as follows:

Construction:	\$25,448,450
Construction Contingency (2%)	508,820
Construction Engineering/ Management/Oversight	<u>1,360,000</u>
Total Estimated Project Cost	\$27,309,820

DISCUSSION

The City was notified by the Iowa Department of Homeland Security and Emergency Management that the City was awarded \$8,690,000 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation

Project). The legislation establishing the funding allows the state to utilize a portion of the federal allocation for the state to administer the grant on behalf of FEMA. This reduces the federal share to \$ 7,900,000. But as part of the FEMA PDM Grant program, the state does provide additional funding that is 10% of the federal share. As a result, the cost -share breakdown is as follows:

ALLOCATION

Federal (FEMA)	\$ 7,900,000	28.93%
State	\$ 790,000	2.89%
Local Match	<u>\$18,609,820</u>	68.18%
TOTAL	\$27,309,820	

The local match includes the \$7,700,000 in EDA Grant funding, leaving the City responsible for \$10,919,820 in local funding.

The City's current Fiscal Year 2024 Capital Improvement Program (CIP) Budget and the Fiscal Year 25-29 5-year CIP Budget adopted by the City of Dubuque City Council on April 15, 2024, established funding for the local matching funds for the Dubuque Gate and Pump Project (aka Bee Branch Gate & Pump Project).

RECOMMENDATION

I recommend that the City enter into a Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in order to receive \$8,690,000.00 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project).

BUDGET IMPACT

The City's current Fiscal Year 2024 Capital Improvement Program (CIP) Budget and the Fiscal Year 25-29 5-year CIP Budget adopted by the City of Dubuque City Council on April 15, 2024, established funding for the local matching funds for the Dubuque Gate and Pump Project (aka Bee Branch Gate & Pump Project).

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving the Subaward Agreement approved by the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) in order to receive \$8,690,000.00 in grant funding for the Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project).

cc: Crenna Brumwell, City Attorney
Jenny Larson, Director of Finance & Budget
Arielle Swift, Public Works Director
Teri Goodmann, Director of Strategic Partnerships

RESOLUTION NO. _____ - 24

RESOLUTION APPROVING SUBAWARD AGREEMENT (AGREEMENT NO. LPDM-PJ-07-IA-2024-001) WITH THE IOWA DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO ASSIST WITH BEE BRANCH STORMWATER PUMPING STATION – PHASE IV OF THE BEE BRANCH WATERSHED FLOOD MITIGATION PROJECT

WHEREAS, on July 1, 2024, per Resolution 210-24, the City Council authorized staff to submit an application to the Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA) pre-disaster mitigation grant program for the construction of a new stormwater pumping station at the 16th Street Detention Basin, and

WHEREAS, on October 9, 2024, the Iowa Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency approved the award of federal assistance with a Subaward Agreement with the City of Dubuque in the amount of \$8,690,000.00; and

WHEREAS, the City will be responsible for the lead agency role for administering the federal assistance Subaward Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

SECTION 1. That said Subaward Agreement (Agreement No. LPDM-PJ-07-IA-2024-001) with the Iowa Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency to assist with funding for the Bee Branch Stormwater Pumping Station – Phase IV of The Bee Branch Watershed Flood Mitigation Project is hereby approved.

SECTION 2. That the Mayor be authorized and directed to execute the Subaward Agreement (Agreement No. LPDM-PJ-07-IA-2024-001) with the Iowa Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency,

Passed, approved and adopted this 21st day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk



JOHN R. BENSON, HOMELAND SECURITY ADVISOR
AND EMERGENCY MANAGEMENT DIRECTOR

October 9, 2024

Jennifer Larson
Finance & Budget Director
City of Dubuque
50 West 13th St
Dubuque, IA, 52001

SUBJECT: LPDM-PJ-07-IA-2024-001, Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)

Dear Jennifer Larson,

The city of Dubuque has been awarded federal assistance under the 2024 Congressionally Directed Funding (LPDM), in accordance with the scope of work and budget that were included in the application package submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA).

I have included one original Subaward Agreement for review, approval and signature. Please scan and email the signed copy to your project officer (Carol Tomb, Carol.Tomb@iowa.gov) and LPDM finance officer (Dakota Warner, Dakota.Warner@iowa.gov). Any modifications to the scope of work or budget must have prior approval by HSEMD and FEMA. Please notify me if there are any anticipated changes.

If you have any questions or need assistance, please do not hesitate to call me at 515-314-0365, or e-mail me at Dakota.Warner@iowa.gov.

Sincerely,

Dakota Warner Digitally signed by Dakota Warner
Date: 2024.10.09 14:01:11 -05'00'

Dakota Warner
LPDM Finance Officer

Enclosure

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

City of Dubuque

AWARD DOCUMENT - Commitment to Award and Accept Funds			
Federal Assistance Listing	2024 Congressionally Directed Funding (LPDM)	Subrecipient Grant Agreement Number	LPDM-PJ-07-IA-2024-001
Assistance Listing Number	97.047		
Subaward Project Description	GMD - Infrastructure - Drainage	Subrecipient UEI Number	TLJMHPVMMUD3
Federal Awarding Agency	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Subrecipient Prior Award Amount	\$ -
Pass-Through Entity and State Administering Agency	Iowa Department of Homeland Security & Emergency Management (HSEMD)	Amount Awarded This Action + or (-)	\$ 27,309,820.00
Federal Award Date	9/13/2024	Total Funds Obligated	\$ 27,309,820.00
Indirect Cost Rate	Not Applicable	Total Federal Award	\$ 7,900,000.00
Federal Award Identification Number	EMK-2024-PD-0001	Total State Award	\$ 790,000.00
Subrecipient Organization	City of Dubuque 50 West 13 th St Dubuque, IA 52001	Total Local Award	\$ 18,619,820.00
Research & Development (R&D)	Non-R&D	Sub-Award Budget/Performance Period	Start Date: 9/13/2024
			End Date: 9/12/2027
Sub-Award Project Title	Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)		
Federal Project Description	See Exhibit B		

I. SCOPE OF WORK:

This Subaward Agreement (AGREEMENT) is to provide the **City of Dubuque** (SUBRECIPIENT) with federal assistance from the 2024 Congressionally Directed Funding (LPDM). The total subaward is **\$ 27,309,820.00**.

Project Costs - The federal share shall not exceed **\$ 7,900,000.00** or **28.93%** of actual allowable subaward costs, whichever is less. The state share shall not exceed **\$ 790,000.00** or **2.89%** of the actual allowable subaward costs, whichever is less. The SUBRECIPIENT shall provide at least **\$ 18,619,820.00** or **68.18%** through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA). See Exhibit A: FEMA Award Notification and Exhibit B: Approved Scope of Work and Budget.

Any modifications to the approved scope and/or budget must be submitted to and approved by HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

II. AGREEMENTS

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.332, the grant financial guide and other state and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200. See Exhibit C: Pre-Award Risk Assessment.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.334 through Section 200.338.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward in accordance with 2 CFR, Part 200, Section 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.339 through Section 200.343, Remedies for noncompliance. (See also 2 CFR, Part 180, Suspension and Debarment, and 31 U.S.C. 3321)

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **09/13/2024 through 09/12/2027**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The SUBRECIPIENT shall request time extensions through EMGrantsPro, HSEMD's web-based grant management system, and include justification of the request. Without the justification, time extension requests will not be processed.

IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 CFR, Part 200 - [2 CFR Part 200](#)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Title 44 of the Code of Federal Regulations (CFR) - Part 80 - Property Acquisition and Relocation for Open Space, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 9 - Floodplain Management and Protection of Wetlands, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 201 - Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR) - Part 206 - Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Federal Agreement Articles (see Addendum 1) and Subaward-Specific Terms and Conditions specific to subrecipient (see Addendum 2) to this AGREEMENT
- Any other applicable Federal Statutes including the Transparency and Recovery Act

V. FINANCIAL MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a financial management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302, and internal controls in Section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F, plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this financial management system for the SUBRECIPIENT.

The SUBRECIPIENT's financial management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.327, including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

In addition to the guidelines of 2 CFR, Part 200, Section 200.318 through Section 200.327, the SUBRECIPIENT will need to adhere to 2 CFR, Part 200, Section 200.216, 200.471 and Appendix II as well as section D.13a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. The requirement applies to the 2024 Congressionally Directed Funding (LPDM) and is enforced in this AGREEMENT.

The Act requires the following Buy America preference: (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 97.047, 2023 Congressionally Directed Funding (LPDM).

VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEMD. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Request for Reimbursement (RFR) through EMGrantsPro and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional expenditure documentation upon request.

Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.

- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD, a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200, or is considered a High Risk subrecipient, then reimbursement requests will be required.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds. **If the SUBRECIPIENT has incurred the costs within the 30 days but is unable to pay out the funds on the 30th day, the SUBRECIPIENT shall provide written communication to HSEMD of when the proof of payment will be provided and receive approval from HSEMD before the 30 days expires. All other support documents are required to be submitted on time.**

If the SUBRECIPIENT requested funds in excess of the costs incurred from the advance payment, two options will be available to the SUBRECIPIENT:

- **HSEMD can apply the overpayment to the next request from the SUBRECIPIENT, as long as the request is received by HSEMD within the 30 days and the SUBRECIPIENT provides written notification to HSEMD to apply the overpayment to the new request, or**
- **The SUBRECIPIENT shall promptly return overpayments to HSEMD within the 30 days.**

Required documents prior to payments from HSEMD. Payment of funds will not be made to the SUBRECIPIENT until HSEMD has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.305.

Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D. The SUBRECIPIENT's contributions must be verifiable from the SUBRECIPIENT'S records; not be included as contributions for any other Federal subaward; be necessary and reasonable, allowable, and allocable under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the

SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306, entitled "Cost sharing or matching". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D Section 200.306, and Subpart E Section 200.434.

IX. PROGRAM INCOME

Program income, as defined in the 2 CFR, Part 200, Section 200.1, that is directly generated by this subaward, must comply with 2 CFR, Part 200, Subpart D, Section 200.305 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports in the quarter it is earned.

X. REPORTING REQUIREMENTS

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328 through Section 200.330. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

XI. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work, **whichever comes first**, all

required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.344 and Section 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance or upon completion of the scope of work, whichever comes first. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced in accordance with 2 CFR, Part 200, Subpart D, Section 200.346.

XII. RECORD RETENTION

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three (3) years from the date of HSEMD's closeout notification to the SUBRECIPIENT. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving this subaward that starts after that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later as outlined in 2 CFR Part 200, Subpart D, section 200.334.

XIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIV. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

XVI. INDEMNIFICATION

It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

XVII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEMD and FEMA.

XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

XIX. GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

XX. NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

XXI. RESPONSIBILITY FOR SUBAWARD

While HSEMD undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEMD undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND SUBRECIPIENT

All written notices and communications to the SUBRECIPIENT by HSEMD shall be to:

**Jennifer Larson
Finance & Budget Director
City of Dubuque
50 West 13th St
Dubuque, IA 52001**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

**Mathew Noble
Mitigation Bureau Chief
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security City of Dubuque:
and Emergency Management:**

Dennis Harper, Division Administrator

Brad Cavanagh, Mayor

Date

Date

Signature of Authorized Representative (optional)

Date

Attachments: Addendum 1: Federal Agreement Articles
Addendum 2: Subaward-Specific Terms and Conditions
Exhibit A: FEMA Award Notification
Exhibit B: Approved Scope of Work and Budget
Exhibit C: Pre-Award Risk Assessment

Addendum 1: Federal Agreement Articles

GENERAL INFORMATION

The Pre-Disaster Mitigation (PDM) grant program makes federal funds available to state, local, tribal, and territorial governments to plan for and implement sustainable cost-effective measures designed to reduce the risk to individuals and property from future natural hazards, while also reducing reliance on federal funding from future disasters.

The following Articles I-VIII are FEMA's Grant Award Terms and Conditions. DHS Grant Award Standard Terms and Conditions follow those Articles. The recipient agrees to abide by all the Grant Award Terms and Conditions in this document, FEMA's Hazard Mitigation Assistance (HMA) Program and Policy Guide (2023), and the FY2024 PDM Notice of Funding Opportunity (NOFO).

ARTICLE I. FEMA AUTHORITY

FEMA agrees to grant to the state, local, tribal, or territorial government identified above, hereinafter referred to as "the recipient," through its designated agency named above, the funds in the amount specified in the obligating document, to support the PDM Grant Program, authorized under Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended (42 U.S.C. § 5133). Funding for PDM grants for Fiscal Year (FY) 2024 was appropriated by the Department of Homeland Security Appropriations Act (Act), 2024, Public Law No. 118-47. The Act appropriated specific funding amounts for grants under Section 203 of the Stafford Act for 110 specified pre-disaster mitigation projects through the Act's Joint Explanatory Statement, in the table entitled Community Project Funding/Congressionally Directed Spending, which was incorporated into the Act by reference.

ARTICLE II. PROJECT DESCRIPTION

The subrecipient shall perform the work described in the application package and made part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The Period of Performance shall be 36 months from the date of the award unless otherwise approved by FEMA. All awards must be made by September 30, 2024.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved PDM project. Funds approved under this Grant Agreement may not be used for other purposes. If the costs exceed the amount of FEMA funding approved, then the subrecipient shall pay the costs that exceed the approved budget.

The FY 2024 PDM Grant Program will provide \$ 7,900,000.00 in funding for eligible costs associated with this subaward.

All costs charged to awards covered in the FY 2024 PDM NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

ARTICLE V. COST SHARE

The cost share requirement for projects under this award is 28.93% federal and 71.07% nonfederal.

Recipient Management Costs are 100 percent federally funded.

The cost share for PDM is governed by Section 203(h) of the Stafford Act (42 U.S.C. § 5133(h)):

- a. Small impoverished communities may receive a federal cost-share of up to 90% of the total cost to implement eligible PDM activities.
- b. The PDM program offers up to 75% federal cost share to all other applicants and subapplicants for mitigation activities.\

ARTICLE VI. ADDITIONAL PDM TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Performance Measures

Based on the statutory requirements of Section 203 and the HMA Program and Policy Guide (2023) FEMA has specified minimum project criteria, including that applicants must demonstrate mitigation projects are cost-effective. Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The result is a Benefit-Cost Ratio (BCR), which is calculated by a project's total of discounted benefits divided by its total of discounted costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. Any methods used to demonstrate cost-effectiveness must comply with all applicable requirements in the FY24 PDM NOFO. Projects that are not cost-effective will not be eligible.

PDM aims to implement projects that reduce risks posed by natural hazards and reduce future losses, by funding priority projects and activities. Priorities include risk reduction of both acute events and chronic stressors, which are either observed or expected. To achieve these goals, for FY24 PDM, the 110 identified Congressional Community Projects prioritize the following types of activities: infrastructure projects, those that mitigate risk to lifelines, and projects proposed by applicants that reduce reliance on federal disaster funding. FEMA will measure the percent of dollars invested in these priorities, which will indicate that PDM projects expect to meet the goal of reducing both risks posed by natural hazards and future losses.

Closeout Reporting Period:

Pursuant to 2 C.F.R. § 200.344(a), the recipient has 120 calendar days after the end of the period of performance to submit all final financial, performance, and other reports required by the terms and conditions of this award, including: (1) the final request for payment, if applicable; (2) the final Federal Financial Report (FFR) (SF-425); (3) the final Performance Progress Report (PPR); (4) a qualitative narrative summary of the impact of those accomplishments throughout the entire period of performance; and (5) other documents specified by program regulations. The closeout reporting deadline for this award is 1/10/2028.

Liquidation Period:

Pursuant to 2 C.F.R. § 200.344(b), the recipient has 120 calendar days after the end of the period of performance to liquidate all obligations incurred under this award. The liquidation deadline for this award is 1/10/2028.

Construction Project Requirements:

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- a. Any change to the approved scope of work will require re-evaluation by FEMA for recipient and subrecipient compliance with the National Environmental Policy Act (NEPA) and other laws and executive orders.
- b. If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.
- c. In accordance with 42 U.S.C. § 4012a(a) and FEMA policy, when financial assistance is approved for acquisition or construction purposes within a Special Flood Hazard Area (SFHA), for structures in the SFHA at the time of project completion, flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

Copyright and Data Rights:

The recipient is free to copyright any original work developed during or under this Grant Agreement. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

1. The copyright in any work developed under an award or subaward; and
2. Any rights of copyright to which a recipient or subrecipient purchases ownership with federal support in a manner consistent with 2 C.F.R. § 200.315.

The recipient acknowledges that DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a federal award and authorize others to do so for federal government purposes in a manner consistent with 2 C.F.R. § 200.315.

Enforcement:

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and, for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Grant Award Terms and Conditions of this Grant Agreement are not met.

Payment:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided the recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the recipient and subrecipients. The recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any subrecipient.

Subrecipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward Agreement.

HMA Duplication Of Benefits:

HMA funds cannot duplicate or be duplicated by funds received by or available to applicants, subapplicants, or project or planning participants from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be the subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

Additional Non-Discrimination Requirements:

Applicants and subapplicants will ensure that no discrimination occurs. Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

Changes In Scope Of Work:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification includes a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved. All changes to the scope of work must be reviewed and approved by EHP prior to the work being completed.

Recoupment Of Funds:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

Recovery Of Funds:

The recipient will process the recovery of assistance paid to subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements, as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

Reporting of Fraud:

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG). The recipient and subrecipient agree to cooperate with investigation conducted by the DHS OIG.

Federal Financial Reports (SF-425):

The recipient shall submit the FFR (SF-425) within 30 days of the end of the first federal quarter following execution of this Grant Agreement. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

ARTICLE VII. FEMA STANDARD TERMS AND CONDITIONS**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local

requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Indirect Cost Rate

2 C.F.R. § 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America Act (BABAA) must include a Buy America preference contract provision as noted in 2 C.F.R. § 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed or products supplied under the FEMA award subject to BABAA.

ARTICLE VIII. GOVERNING PROVISIONS

The recipient and any subrecipients shall comply with all applicable laws, regulations, and policies. A non-exclusive list of laws and regulations applicable to PDM grants is attached hereto for reference only.

The recipient and any subrecipients shall also be bound by the 2023 HMA Program and Policy Guide and the FY 2024 PDM NOFO.

Applicable Statutes and Regulations

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5133

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands (as amended, effective September 9, 2024).

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

44 CFR Part 201-Mitigation Planning

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170-Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis

of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and

information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency

officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Addendum 2: Subaward-Specific Terms and Conditions

NEPA Determination

Condition

FEMA is required to consider the potential effects on natural and cultural resources of all projects funded by FEMA grant funds. FEMA manages and implements EHP compliance requirements in accordance with FEMA Directive 108-1 and Instruction 108-1-1 (EHP Directive and Instruction) and through its EHP review process, as mandated by the National Environmental Policy Act (NEPA), the National Historic Preservation Act of 1966, as amended, the Endangered Species Act, and any other applicable laws and Executive Orders. FEMA's EHP review process must be completed and Recipient/Subrecipient must receive notification from FEMA of the environmental review outcome before funds may be released for implementation of the proposed project. No construction activities (including any site preparation, project staging, utility installation or ground disturbing activities) or equipment installations on existing structures may begin until the EHP compliance review is complete. Release of funding or initiation of project activities prior to completion of the EHP compliance review may result in FEMA's inability to fund the project due to noncompliance with EHP requirements.

Exhibit A: FEMA Award Notification

Cost Estimate					
402.4 - Community Flood Mitigation Project				Federal Share: \$ 7,900,000.00	
Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Construction and Construction Management/Oversight	Construction And Project Improvement	1.00	Unknown	\$ 26,801,000.00	\$ 26,801,000.00
Construction Contingency	Contingencies	1.00	Unknown	\$ 508,820.00	\$ 508,820.00
				Total Cost	\$ 27,309,820.00
Total Project Cost Estimate: \$ 27,309,820.00					
Cost Share					
Activity Cost Estimate	\$ 27,309,820.00				
Federal Share Percentage	28.92732358%				
Non-Federal Share Percentage	71.07267642%				
	Dollars	Percentage			
Proposed Federal Share	\$7,900,000.00	28.92732358%			
Proposed Non-Federal Share	\$19,409,820.00	71.07267642%			
Non-Federal Funds					
Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action	
Local Agency Funding	City of Dubuque	Cash	\$ 18,619,820.00	View Details	
State Agency Funding	State of Iowa	Cash	\$ 790,000.00	View Details	
Grand Total			\$19,409,820.00		

Exhibit B: Approved Scope of Work and Budget

Scope of Work

Description of the Problem:

The City owns and operates a flood control structure and Stormwater Pump Station for the 16th Street Detention Basin. The flood control structure and SWPS (SWPS) act as the buffer between the Bee Branch Creek Watershed and the Mississippi River. The flood control structure and SWPS are used to modulate the water levels in the 16th Street Detention Basin to accommodate storage capacity from runoff in the Bee Branch Creek Watershed. The flood control structure and SWPS were constructed and added onto in the 1950s, 1960s and 1970s. The current geometry and layout of the flood control structure and capacity of the SWPS leave the City susceptible to flooding issues including commercial and industrial areas.

The increasing intensity of storms in the past 25 years has changed the major focus from Mississippi River flooding to flash flooding on the inland side of the levee. This is forcing the City to take action to address their lack of resilience to these storms. Should any major component of the system fail, the result will be the flooding of over one square mile, which includes the Kerper Boulevard Industrial Park, the Historic Millwork District, the Community Health Center, major Mississippi River tourist attractions, plus the Municipal Water Plant and wells, several wastewater lift stations and other flood pumping stations and electric power substations. The City understands it must install new flood gates and pumps to provide the needed resiliency to these storms.

Scope of Work: Description of the Solution & Mitigation Proposed:

The proposed flood gate project includes the construction of a new culvert inlet structure that will consist of two main flood gates, installation of two additional emergency flood gates, new stormwater pumps, and the installation of an additional back-up generator for the pumps. The project will provide the needed resiliency that is being demanded by these storms. The flood gates will be constructed on the basin side of the levee. This design eliminates most of the silt and debris issues that the existing system experiences. The design also eliminates the challenge of maintaining flood protection during construction and not disturbing the USACE flood protection levee.

Description of the Proposed Project:

Project involves the replacement of an existing, aging, under-sized stormwater pumping station with a new pumping station that will reduce flood losses. The new pumping station will be built on the protected side of the existing flood protection levee at the confluence of the Bee Branch Watershed with the Mississippi River. The overall structure will have approximate plan dimensions of 100' x 160'. The structure will be constructed on the west end of the existing twin 12'x12' culverts. The structure is planned to include four 90,000 gpm stormwater pumps, two 12'x14' main gates for gravity flow from the 16th Street Basin (end of Bee Branch watershed), and two 12' x 9' emergency gates. Additionally, it includes an electrical control building to control the pump and two standby generators to provide backup power to the proposed stormwater

pumps. The project will also include the removal of the existing stormwater pumps and demolition of portions of the existing stormwater pump station.

Budget

Type	Description	Amount
Construction	Construction materials, labor, contingency, engineering & oversight	\$ 27,309,820.00
Total Project		\$ 27,309,820.00
Management Costs		0.00
Total Award		\$ 27,309,820.00

Exhibit C: Pre-Award Risk Assessment

Conducted by HSEMD



Iowa Department of Homeland Security and Emergency Management
Recovery Division
Subrecipient Pre-Award Risk Assessment

THIS FORM IS REQUIRED TO BE COMPLETED BY HSEMD

Applicant Information

Applicant: _____ City of Dubuque _____

Applicant UEI (12 Character alphanumeric number): _____ TLJMHPVMMUD3 _____

Applicant Authorized Representative¹: _____ Nathan Kelleher _____

Applicant Authorized Representative Phone: _____ 563-589-4141 _____

Applicant Authorized Representative Email: _____ nkellehe@cityofdubuque.org _____

HSEMD Recovery Division Assessment Completed by: _____ Tammy Grittmann _____

Assessment Date: _____ 5-31-2024 _____

Total Risk Assessment Score: 14 of 15. **Risk Level*:** low

NOTE TO SUBRECIPIENT: *If a written procurement policy is not in place at the time the pre-award risk assessment is conducted, the subrecipient will be placed at a "High" risk level. If a written procurement policy is in place but does not meet the minimum federal standards, the subrecipient should expect a "Medium" risk level or higher.*

Financial Stability points 4 (maximum of 4)

Yes/No

- ☐ ☒ Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.)
(Y=-1 point, N=1 point)

Notes for HSEMD staff:

None

Yes/No

- ☐ ☒ Special investigations performed by the Iowa State Auditor in the past five (5) years.
(Y=-1 point, N=1 point)

Notes for HSEMD staff:

None

¹ 2 CFR §200.415 requires that fiscal reports (including subrecipient agreements, payment requests, etc.) be "signed by an official who is authorized to legally bind the non-Federal entity".

Yes/No

- ☒ ☐ For each Federal subaward, the applicant's accounting system has the ability to track revenues and expenditures separately from other expenditure and revenue sources. (Including applicant matching funds) (I.e. separate accounts/work orders for each approved project)² *Attach chart of accounts/work order listing with particular accounts/work orders noted.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.302>

Notes for HSEMD staff:

None

Yes/No

- ☒ ☐ For each Federal subaward, the applicant's accounting system has the ability to tie revenues and expenditures to approved subaward budget(s) and scope(s) of work. (Y=1 point, N=-1 point)

Notes for HSEMD staff:

None

Yes/No

- ☒ ☐ Establish and maintain effective internal control over the Federal subaward to provide assurance the entity is managing the award in compliance with Federal statutes, regulations and terms and conditions.³ *Attach associated procedures.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.303>

Notes for HSEMD staff:

None

² 2 CFR §200.302(3) requires that records must adequately identify the source and application of federally-funded activities.

³ Required per 2 CFR §200.303(a); Internal Controls

Quality Management Systems points 4 (maximum of 5)

Procurement Policies. *Attach procurement policies.*

Yes/No

- ☒ ☐ Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.⁴ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.214>

Notes for HSEMD staff:

None

Yes/No

- ☒ ☐ Includes procedure to document affirmative solicitation of small and minority businesses, and women's business enterprises.⁵ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Notes for HSEMD staff:

None

Yes/No

- ☒ ☐ Includes Contract Provisions for Non-Federal Entity Contracts under Federal Awards⁶
(Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Notes for HSEMD staff:

None

⁴ Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (<https://www.sam.gov>) (2 CFR 200.214) (2 CFR part 180)

⁵ 2 CFR § 200.321; Listing available at <https://www.sam.gov>

⁶ 2 CFR §200 Appendix II

Yes/No

- ☒ ☐ Written standards of conduct covering conflicts of interest.⁷ *Attach associated standards.*
(Y=1 point, N= -1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.318>

Notes for HSEMD staff:

None

Yes/No

- ☒ ☐ Procedures for accounting for the entirety of employee time by individual Federal subaward and other non-Federally funded work (Personnel Activity Reports or similar). *Attach employee time keeping procedures and examples of associated documentation.* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

None

Yes/No

- ☐ ☒ Follow the prohibition on certain telecommunications and video surveillance services or equipment outlined in 2 CFR 200.216. (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

Notes for HSEMD staff:

None

⁷ 2 CFR 200.318 (c)(1)(2)

Performance History points 4 (maximum of 4)

Yes/No

☐ ☒ New applicant (Y=-1 point, N=1 point)

Notes for HSEMD staff:

None

Yes/No

☐ ☒ Applicant has an outstanding balance (pending resolution or outstanding refund) with HSEMD (Y=-1 point, N=1 point)

Notes for HSEMD staff:

None

Yes/No

☒ ☐ Applicant is not suspended or disbarred from federal awards.⁴ (Y=1 point, N=-1 point)

Notes for HSEMD staff:

None

Prior HSEMD Subawards (list only previous 4 programs)

(1 point for each grant in which all projects are completed and closed on or under budget)

Assistance Listing # (Sam.gov)	# of Projects	Total \$ Obligated	Total \$ Expended	# of Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified
21.019	3	\$20,663.96	\$20,663.96	3	0	0
97.036	3	\$39,532.49	\$39,532.49	3	2	0
97.039	1	\$274,278.85	\$274,278.85	1	7	0
97.039	26	\$1,113,969.99	\$1,112,705.07	26	6	0

Prior Subaward Monitoring Actions by HSEMD (list only 5 most recent)

(-1 point for each identified issue)

Desk Review or Site Visit (Select One)	Date	Assistance Listing # (Sam.gov)	# of Projects Monitored	# of Issues Identified
NONE				

Prior Subaward Audit Findings

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.⁸

(-1 point for each audit finding on a Federal award)

Fiscal Year Audited	Assistance Listing # (Sam.gov)	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse) (Select One)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved
NONE					

⁸ Audit information is available at: <https://facdissem.census.gov/> or <https://www.auditor.iowa.gov/reports/audit-reports/>

Statutory and Regulatory Requirement Implementation points 2 (maximum of 2)

Yes/No

- ☒ ☐ Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.⁹ *Attach associated policies* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113>

Notes for HSEMD staff:

NONE

Yes/No

- ☒ ☐ Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)¹⁰ *Attach associated policies* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

*Risk Level:

(Note: Attachments must be included in order for the points to be awarded)

Points	Level	Actions
<0-5	High	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
6-10	Medium	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
11-15	Low	Continued quarterly progress report monitoring and project closeout monitoring.

⁹ 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.

¹⁰ 2 CFR §200.303(e)

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE: Approval of Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

SUMMARY: City Manager recommending City Council approve the Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa, through adoption of the enclosed resolution.

RESOLUTION Approving Plat Of Proposed Vacated Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 vacate alliant bunker hill alley memo approve plat
3. 2 Resolution Approving Plat vacate alliant bunker hill alley
4. 3 alliant bunker hill alley vacate plat signed
5. 24_10_10 Agreement btwn City and Interstate Power and Light Vaca

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

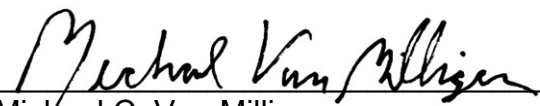
SUBJECT: Approval of Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

DATE: October 15, 2024

City Engineer Gus Psihoyos is recommending City Council approve the Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa, through adoption of the enclosed resolution.

This request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa. The City of Dubuque has entered into an agreement with IPL for the sale of City owned property in order to accommodate the construction of the new Bunker Hill Substation. As part of that agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Approval of Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

DATE: October 9, 2024

INTRODUCTION

This is in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see fully executed agreement attached) with IPL for the sale of City owned property in order to accommodate the construction of the new Bunker Hill Substation. As part of that agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

The attached plat shows the alley right of way area proposed to be vacated. The alley right of way area to be vacated is described as Lot 186A Finley's Addition in the City of Dubuque, Iowa. The street right of way area to be vacated needs to be platted. The Atwell Group has prepared the attached vacation plat.

RECOMMENDATION

I am recommending that the plat of survey (vacation plat) be approved.

ACTION TO BE TAKEN

I respectfully request that the Plat of Survey of Lot 186A Finley's Addition in the City of Dubuque, Iowa, be approved through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. -24

RESOLUTION APPROVING PLAT OF PROPOSED VACATED ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated April 11, 2023 prepared by Atwell Group, showing the proposed vacated Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known Lot 186A Finley's Addition in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the plat dated April 11, 2024, prepared by Atwell Group, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

LOCATION: LOT 186A FINLEY'S ADDITION
IN THE CITY OF DUBUQUE, IOWA
PART OF SECTIONS 22 & 23, T89N, R2E
OF THE 5TH P.M., DUBUQUE, IOWA

REQUESTOR: RICHARD KULLANDER — ALLIANT ENERGY
PROPRIETOR: CITY OF DUBUQUE
50 W 13TH ST., DUBUQUE, IA 52001

SURVEYOR: ERIC W. BRAND
COMPANY: ATWELL, LLC
1250 E. DIEHL RD. SUITE 300
NAPERVILLE, IL 60563

RETURN TO: KALLRED@ATWELL-GROUP.COM

**LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA**



BASIS OF BEARING:
IOWA STATE PLANE
NORTH ZONE
(NAD83)

40 0 40

GRAPHIC SCALE
SCALE: 1"=40'

(R)	RECORD
(M)	MEASURED
o F	FOUND MONUMENT
o S	SET CAPPED 5/8" IRON ROD
	BOUNDARY LINE
	BOUNDARY ADJACENT / ROW LINE

SEE SHEET 2-4 FOR LEGAL
DESCRIPTORS, LEGEND,
SURVEYOR'S CERTIFICATE,
GENERAL NOTES, AREA TABLE,
AND BASIS OF BEARING

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL
866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

LEGAL DESCRIPTION:

FOR THE VACATION OF ALL OF THE ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, FINLEY'S ADDITION TO THE CITY OF DUBUQUE, ACCORDING TO THE PLAT AS RECORDED IN BOOK "O" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF ALLIANT BUNKER HILL ADDITION AS RECORDED JULY 19, 2023 AS FILE NUMBER 2023-00006895 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE N03°42'47"W 20.72 FEET (RECORDED AS 20.00 FEET) ALONG THE EASTERLY RIGHT OF WAY LINE OF BUNKER HILL ROAD; THENCE N64°45'00"E 260.57 (RECORDED AS 260.57 FEET AND 261.37 FEET) FEET ALONG THE SOUTHERLY LINE OF LOT 2 OF FABER PLACE IN THE CITY OF DUBUQUE, IOWA AS RECORDED IN BOOK 17 PAGE 103 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND ALSO ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2 OF INTERSTATE PLACE IN THE CITY OF DUBUQUE, IOWA, AS RECORDED IN BOOK 900 PAGE 81 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, TO THE WESTERLY RIGHT OF WAY LINE OF FINLEY STREET; THENCE S26°23'21"E 19.23 FEET (RECORDED AS 20.00 FEET) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FINLEY STREET TO THE NORTHEAST CORNER OF LOT 2 SUBDIVISION OF LOT 185 OF FINLEY'S ADDITION AS RECORDED IN BOOK 20, PAGE 275 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE S64°44'22"W 268.56 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 SUBDIVISION OF LOT 185 FINLEY'S ADDITION, LOTS 186 AND 187 OF FINLEY'S ADDITION AS RECORDED IN BOOK "O" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND SAID LOT 1 OF ALLIANT BUNKER HILL ADDITION TO THE PLACE OF BEGINNING; CONTAINING 0.117 ACRES, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

GENERAL NOTES:

- 1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
- 2. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
- 3. THE FIELD WORK WAS COMPLETED ON FEBRUARY 28, 2023.
- 4. PROPERTY CONTAINS 5,093 SQ. FT ± OR 0.117 ACRES ±.
- 5. A TITLE COMMITMENT WAS NOT PROVIDED TO ATWELL, LLC, THEREFORE ADDITIONAL EASEMENTS, SERVITUDES AND RIGHTS MAY AFFECT THE PROPERTY DESCRIBED HEREON, THAT ARE NOT SHOWN ON THIS SURVEY.
- 6. THE UNADJUSTED ERROR OF CLOSURE IS LESS THAN ONE IN FIVE THOUSAND.

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND ACREAGE SHOWN ON THIS SURVEY ARE BASED ON IOWA STATE PLANE GRID VALUES, NORTH ZONE, NAD83 DATUM, U.S. SURVEY FOOT.

STATE OF MICHIGAN)
COUNTY OF KALKASKA) SS

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)

4/11/24
(DATE)

ERIC W. BRAND
IA-20471
ATWELL, LLC
MY LICENSE EXPIRES DECEMBER 31, 2024
PAGES COVERED BY THIS SEAL: SHEETS 1 & 2



AREA

	SQ. FT.±	ACRE±
TOTAL AREA	5,093	0.117

SHEET 2 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

SURVEYOR'S CERTIFICATE

I, ERIC W. BRAND, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IOWA, DO HEREBY CERTIFY THAT THE FOLLOWING REAL ESTATE WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, TO WIT:

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA.

THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF SUBDIVIDING AND PLATTING SAID REAL ESTATE HENCEFORTH TO BE KNOWN AS LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA. TOTAL AREA OF LOT 186A IS 0.117 ACRES (5,093 SQUARE FEET). LOT AREAS ARE, MORE OR LESS, AND ALL LOTS ARE SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD, THE PLAT OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CERTIFICATE.

BY: 
ERIC W. BRAND
LICENSED LAND SURVEYOR
#20471

DATE 4/11/24
LICENSE RENEWAL DATE: 12/31/24 LICENSE NO. 20471



OWNER'S CONSENT

DUBUQUE, IOWA

_____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF LOT 186A IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF DUBUQUE, IOWA. LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA TO BE VACATED

MAYOR OF THE CITY OF DUBUQUE, IA

CLERK OF THE CITY OF DUBUQUE, IA

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS:

ON THIS _____ DAY OF _____, AD 2024, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA TO ME PERSONALLY KNOWN, WHO, BEING DULY SWORN DID SAY THAT SAID BRAD M. CAVANAGH AND ADRIENNE N. BREITFELDER THAT THE SEAL AFFIXED TO THE ABOVE INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THAT SAID BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA, ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED BY IT VOLUNTARILY EXECUTED.

WITNESS MY HAND AND NOTARIAL SEAL OF THE DATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

MY COMMISSION EXPIRES _____

SHEET 3 OF 4
PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

K:\22002524\DWG\SURVEY\22002524PS-02 ALLEY.DWG 4/2/2024 8:46 AM SHAWN PATTEN

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

CITY OF DUBUQUE PLANNING SERVICES

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS REVIEWED AND APPROVED BY
THE CITY OF DUBUQUE PLANNING SERVICES ON THE DATE FIRST WRITTEN
ABOVE.

CITY PLANNER

CITY ASSESSOR'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA, ON THE DATE
FIRST WRITTEN ABOVE.

CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA

CITY OF DUBUQUE, IOWA

DUBUQUE, IOWA _____, 2024

THE UNDERSIGNED, BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N.
BREITFELDER IS THE CLERK OF THE CITY OF DUBUQUE, IOWA, DO HEREBY
CERTIFY THAT THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A
FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA ON

_____ AS RESOLUTION
_____ AND THAT THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA APPROVES SAID PLAT.

MAYOR OF THE CITY OF DUBUQUE, IA

CLERK OF THE CITY OF DUBUQUE, IA

COUNTY AUDITOR'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE DUBUQUE COUNTY AUDITOR THIS _____ DAY OF
_____, 2024.

WE APPROVE OF THE SUBDIVISION NAME OR TITLE TO BE RECORDED.

COUNTY AUDITOR OF DUBUQUE, IOWA

RECORDER'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA HAS BEEN REVIEWED BY THE
DUBUQUE COUNTY RECORDER.

DUBUQUE COUNTY RECORDER

SHEET 4 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

K:\22002524\DWG\SURVEY\22002524PS-02 ALLEY.DWG 4/2/2024 8:46 AM SHAWN PATTEN

**AGREEMENT
BY AND BETWEEN
INTERSTATE POWER AND LIGHT COMPANY
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 10th day of October, 2024, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Interstate Power and Light Company (IPL).

WHEREAS, IPL is requesting the vacation and sale of the entire 5,097 square feet alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on attached Exhibit A, in order to accommodate the construction of the new Bunker Hill Substation; and

WHEREAS, IPL and City desire to enter into an agreement with respect to the proposed alley right of way vacation as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 To vacate and sell approximately 5,097 square feet of alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, shown on Exhibit A, to IPL for Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95), to accommodate the construction of the new Bunker Hill Substation.

1.2 Upon receipt of the Plat of Survey for the area proposed to be vacated and purchased, submitting the required documents to the City Council to be set for a public hearing and formal approval.

1.3 Subject to City Council approval and reimbursement to City for publication and filing fees, City will execute and deliver a Quit Claim Deed to IPL for the vacated property.

SECTION 2. IPL RESPONSIBILITIES. IPL agrees as follows:

2.1 To submit a request to City to vacate and a sketch or plat of the area to be vacated.

2.2 To pay Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95) to City for the purchase of the vacated right of way at the closing. The closing on the property shall be no later than September 1, 2024.

2.3 To reimburse City for the cost of all surveying, publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process promptly upon receipt of a statement from City.

2.4 To prepare a Plat of Survey at IPL's expense by a Licensed Land Surveyor for the alley right of way which will show the boundaries of the area and assign a legal description to the property.

2.5 Within thirty (30) days of closing, at IPL's expense to consolidate the vacated alley property with another adjacent property owned by IPL to create one lot or parcel that conforms to the City of Dubuque Planning and Zoning Bulk Standards for the combined lots.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Manager of Real Estate and Right of Way
Alliant Energy
P.O. Box 351
1800 Randall Pla
Dubuque, IA 52003

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by IPL, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written permission of the City. Such written approval will not be unreasonably withheld.

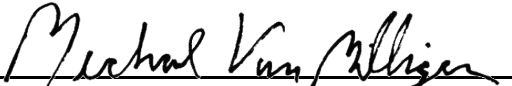
5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen
City Manager

**INTERSTATE POWER AND LIGHT
COMPANY**

By: 
Heather Dee, Manager of Real Estate
and Right of Way, Joint Facilities, and
Permitting

EXHIBIT A

PROPOSED VACATED ALLEY RIGHT-OF-WAY

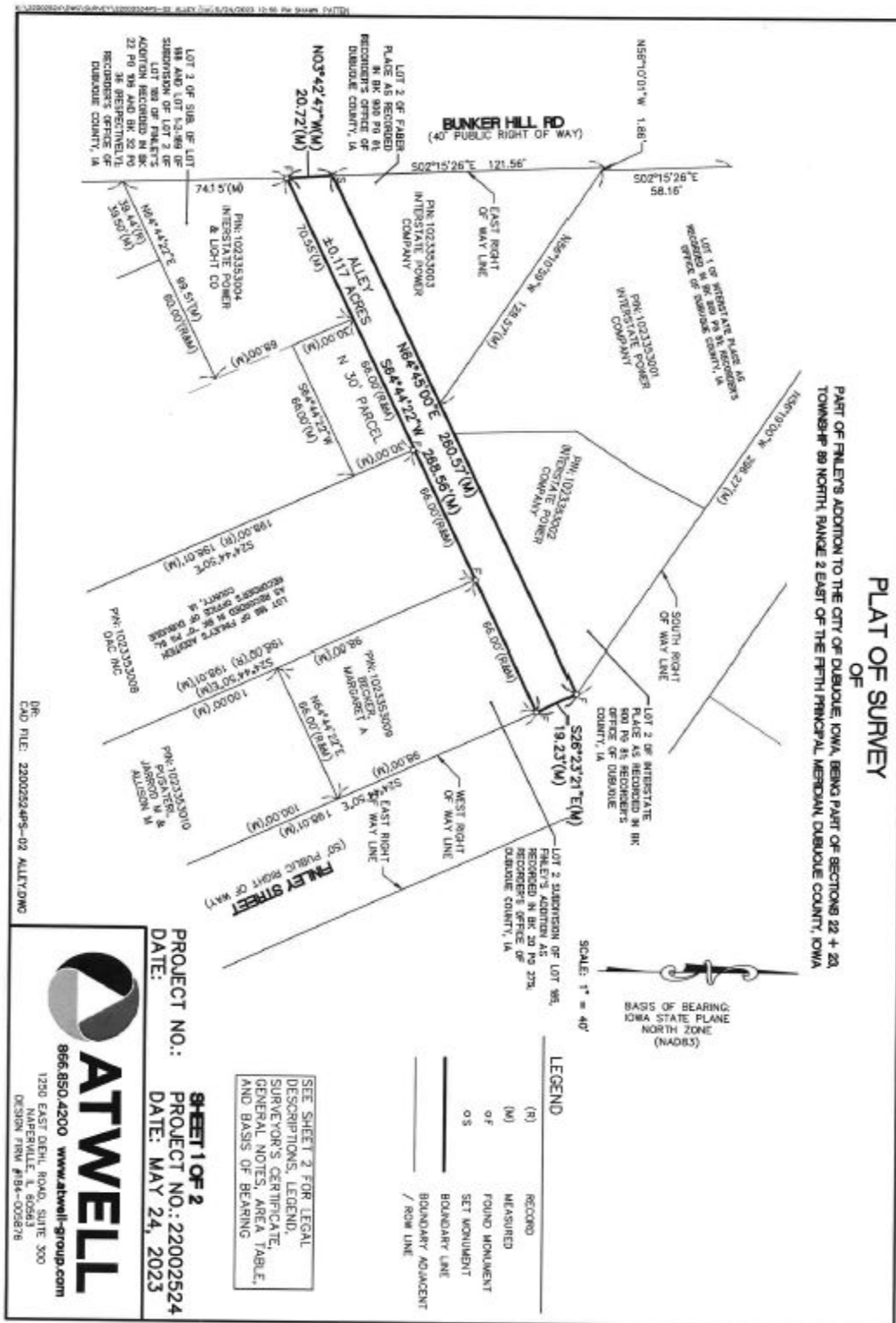
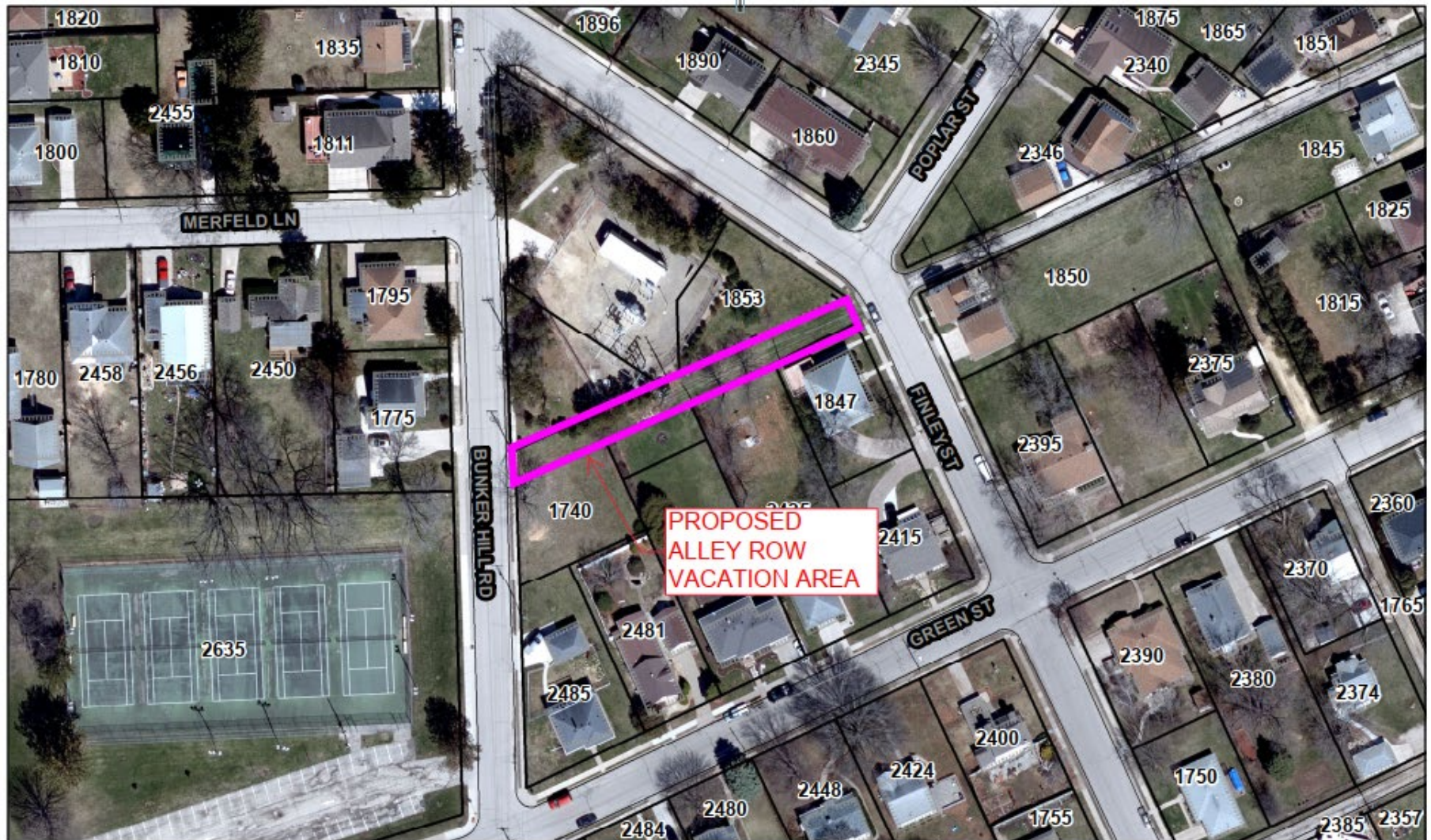


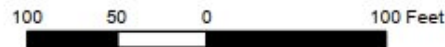
EXHIBIT A



**PROPOSED
ALLEY ROW
VACATION AREA**

DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

1 inch = 100 feet



Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Preliminary Plat of Miller North Cascade Subdivision
SUMMARY:	Zoning Advisory Commission recommending City Council approve the Preliminary Plat of Miller North Cascade Road Subdivision.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. 01 ZAC Ltr to CC Miller North Cascade Rd Sub
2. 03 Preliminary Plat Miller North Cascade Rd. Sub.
3. 04 Application N. English Rd Miller Prel Plat
4. 05 Vicinity Map - N. Cascade Rd Prel Plat
5. 06 Staff Report Miller Cascade Road Subdivision

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



October 15, 2024

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Miller Companies, LLC c/o Chris Miller
Location: Miller North Cascade Road and North English Road
Description: To approve the Preliminary Plat of Miller North Cascade Road Subdivision

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Tom Larsen, Buesing & Associates, 1201 Locust Street, spoke on behalf of the applicant. He noted that the proposal is in the County and includes fourteen residential lots and four commercial lots. He said the residential lots will be sold and developed as soon as possible but the commercial lots would be developed in the future. He discussed utilities noting that individual septic will be used and probably three wells with four to six homes on each well. He concluded that the residential lots are large three-to-five acre lots along a 24' wide street with no curb and gutter.

Staff detailed the staff report, noting the submitted Preliminary Plat of Miller North Cascade Road Subdivision was in substantial conformance with the Unified Development Code (UDC). Staff noted that the subject property currently consists of six (6) existing lots with a total of approximately 75 acres of land area. Staff stated the plat of survey would create a total of fourteen (14) residential lots and four (4) commercial lots, and that each lot proposed will exceed the City's minimum lot area and street frontage standards. Staff stated that the plat includes a public utility easement on both sides of the interior street.

Staff also noted that the preliminary plat receives sustainability credit for reduced pavement width of the street, for compliance with the Dubuque County stormwater management ordinance, and qualifies partially as a Conservation Subdivision. These items total 40 points of sustainability where a minimum of 40 points are required.

The Commission asked how far City water was from the site and staff replied that an active water main is about 1 mile from the subject property.

There was not public comments.

The Zoning Advisory Commission discussed the request and found it appropriate.

Recommendation

By a vote of 5 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

cc: Miller Companies, LLC c/o Chris Miller
1204 Timber Hyrst Ct.
Dubuque, Iowa 52003

PRELIMINARY PLAT
MILLER NORTH CASCADE RD. SUB.

AS COMPRISED OF:

LOT 1-2 OF THE SE1/4 OF THE NW1/4, LOT 2-1 OF THE NE1/4 OF THE SW1/4,
THE SE1/4 OF THE SW1/4, AND LOT 2-1-1-1-1 OF THE SW1/4 OF THE SW1/4,
ALL OF SECTION 4, T88N, R2E, AND

LOT 2-2-2 OF THE NW1/4 OF THE NW1/4, OF SECTION 9, T88N, R2E,
ALL OF THE 5TH P.M., DUBUQUE COUNTY, IOWA.

NOTES

1. THIS PROPOSED RESIDENTIAL/COMMERCIAL SUBDIVISION IS LOCATED IN DUBUQUE COUNTY,
OUTSIDE OF ANY CITY LIMITS, AND THEREFORE NEEDS TO BE REVIEWED AND APPROVED BY
DUBUQUE COUNTY, BUT IT IS ALSO LOCATED WITHIN 2 MILES OF THE CITY OF DUBUQUE, AND
THEREFORE NEEDS TO BE REVIEWED AND APPROVED BY THE CITY OF DUBUQUE AS WELL.

2. SAID LOTS IDENTIFIED IN SHEET TITLE ABOVE ARE PRESENTLY OWNED BY:

MILLER COMPANIES LLC / 1204 TIMBER-HYRST CT. / DUBUQUE, IA 52003

3. ON THIS PRELIMINARY PLAT, THE NORTHERLY LOTS 1 THRU 4, BLOCK 1, ARE PRESENTLY
ZONED DUBUQUE COUNTY B-2, HIGHWAY BUSINESS. AND THE SOUTHERLY LOTS 3 THRU 12,
BLOCK 2, ALONG WITH THE SOUTHERLY PORTION OF LOTS 2 AND 13, BLOCK 2, ARE
PRESENTLY ZONED DUBUQUE COUNTY R-1, RURAL RESIDENTIAL. THE MIDDLE LOTS 1 AND 14,
BLOCK 2, ALONG WITH THE NORTHERLY PORTION OF LOTS 2 AND 13, BLOCK 2, ARE
PRESENTLY ZONED DUBUQUE COUNTY B-2, HIGHWAY BUSINESS, BUT ARE IN THE PROCESS OF
BEING REZONED TO R-1, RURAL RESIDENTIAL.

4. PROPOSED ROW WIDTH IS 66', WITH A 66' RAD. CUL-DE-SAC.
PROPOSED STREET WIDTH IS 24', WITH A 48' RAD. CUL-DE-SAC.

5. FOR THIS PRELIMINARY PLAT, AREAS AS SHOWN ARE NET AREAS (EXCLUDING THE ROAD
ROW)

6. FOR THIS PRELIMINARY PLAT, DIMENSIONING IS DONE TO THE ROAD ROW, NOT THE ROAD
CENTERLINE (PROPERTY LINE).

7. EACH LOT SHALL HAVE ITS OWN INDIVIDUAL SEPTIC SYSTEM.

8. WATER SHALL BE SUPPLIED BY SHARED WELLS AS SHOWN. THE WATER MAIN WILL BE A 2"
PVC, AND THE WATER SERVICES WILL BE 1" POLYETHYLENE. THE WATER MAIN SHALL HAVE A
MINIMUM COVER OF 5.5'.

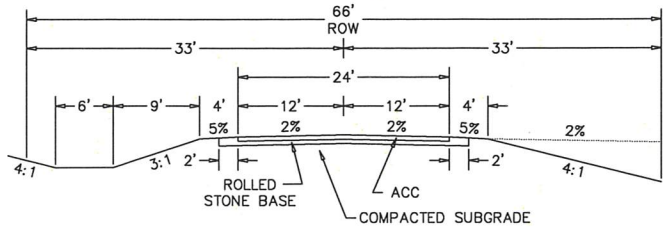
9. THERE ARE POTENTIAL DETENTION BASIN AREAS IDENTIFIED, IF NEEDED. THE DETENTION
CALCULATIONS WILL BE PERFORMED DURING THE FINAL PLATTING PROCESS AND WILL
DETERMINE IF, WHERE, AND SIZE, OF ANY NEEDED DETENTION BASINS.

10. ALL ELEVATIONS AND CONTOURS SHOWN ON THIS PLAT ARE ON AN ARBITRARY DATUM.
CONTOUR INTERVAL IS 1 FEET.

11. THE ROAD ROW WILL ALSO BE USED AS A UTILITY EASEMENT.

12. PER COUNTY ORDINANCE, PAVING REQUIREMENTS:
- COMMERCIAL SERVICE: 6" STONE BASE / 6" ASPHALT BINDER / 2" ASPHALT SURFACE
- RESIDENTIAL SERVICE: 4 1/2" STONE BASE / 6" ASPHALT BINDER / 1" ASPHALT SURFACE
THE COMMERCIAL SERVICE PAVING WILL BE FROM THE START OF PROJECT, ON THE NORTH END,
UP TO AND INCLUDING THE FIRST (MID-BLOCK) CUL-DE-SAC, AND THE RESIDENTIAL SERVICE
PAVING WILL BE FROM THE END OF THE FIRST CUL-DE-SAC AND CONTINUING TO SOUTH TO
THE SECOND CUL-DE-SAC..

13. PER THE DUBUQUE COUNTY EROSION AND SEDIMENT CONTROL AND STORM WATER
MANAGEMENT MANUAL EACH LOT IN THIS SUBDIVISION IS TO INCORPORATE STORM WATER
PRACTICES THAT ADDRESS WATER QUALITY STANDARDS (WQV) FOR RAINFALL EQUAL TO 1.25
INCHES OVER 24 HOURS. THESE PRACTICES COULD INCLUDE, BUT ARE NOT LIMITED TO,
INFILTRATION TRENCHES OR BASINS, VEGETATIVE SWALES, BIORETENTION AREA, OR RAIN
GARDENS.



TYPICAL SECTION

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.



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.

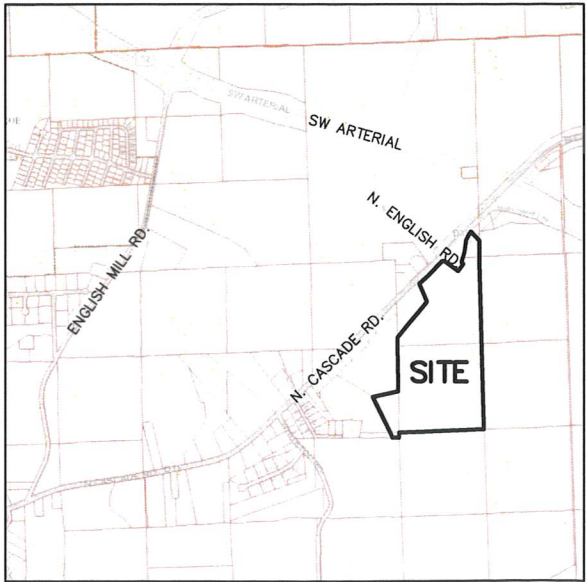
PATRICK J. NORTON
LICENSE NUMBER: 17144
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 3

LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING PERIMETER
---	PROPOSED PROPERTY LINE
---	PROPOSED RIGHT OF WAY (ROW)
---	PROPOSED EASEMENT LINE
---	PRO. BUILDING SETBACK
---	CENTERLINE
---	XTG. STREET
---	PRO. STREET
---	PRO. STORM SEWER
---	PRO. WATER
---	XTG. CONTOUR
---	STE
---	ROW
---	XTG
---	PRO
---	STS
---	ACC
---	PUE
---	STORM SEWER EASEMENT
---	RIGHT OF WAY
---	EXISTING
---	PROPOSED
---	STORM SEWER
---	ASPHALT CEMENT CONCRETE
---	PUBLIC UTILITY EASEMENT
---	(ELEC., PHONE, CABLE TV, GAS)

PERIMETER AREA
APPROX. 74.84 AC



LOCATION MAP

0' 175' 350'
1" = 350' (11"x17")
1" = 175' (22"x34")



SHEET TITLE	PROJECT	NO. 22297	DATE	REVISIONS	DRAWN BY:
PRELIMINARY PLAT MILLER NORTH CASCADE ROAD SUB.	PREPARED FOR: CHRIS MILLER 1204 TIMBER-HYRST CT. DUBUQUE, IA 52003		8/27/24	8/28/24 BLOCK #5	TPL
			SCALE: SEE BAR SCALE		CHECKED BY: PJN

1/3

SHEET TITLE
PRELIMINARY PLAT
MILLER NORTH
CASCADE ROAD SUB.

PROJECT
NO. 22297

PREPARED FOR:
CHRIS MILLER
1204 TIMBER-HYEST CT.
DUBUQUE, IA 52003

DATE
8/27/24

REVISIONS
8/28/24
BLOCK #5

DRAWN BY:
TJL

CHECKED BY:
PJN

SCALE:
SEE BAR SCALE

DATE
8/27/24

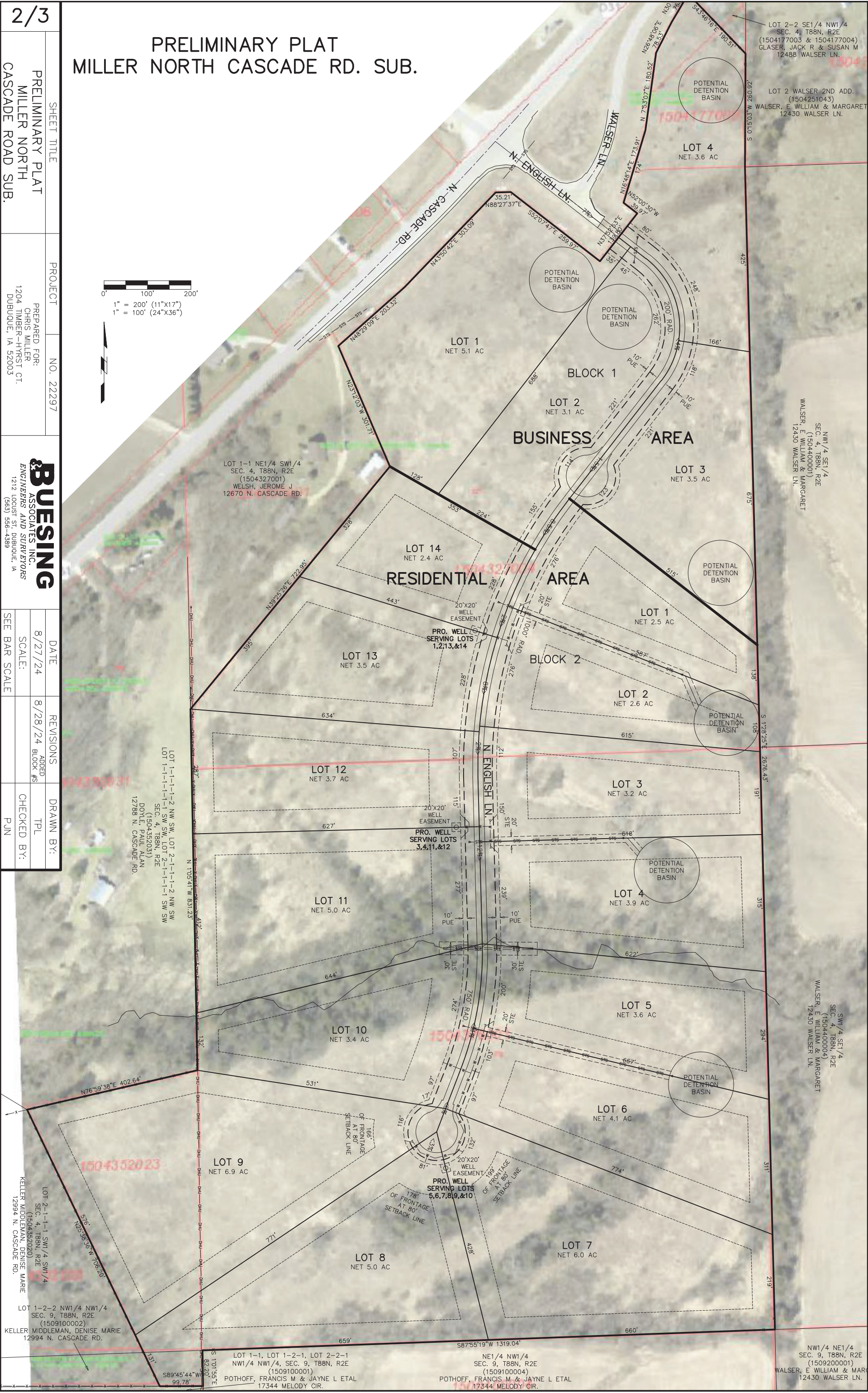
REVISIONS
8/28/24
BLOCK #5

DRAWN BY:
TJL

CHECKED BY:
PJN

PRELIMINARY PLAT
MILLER NORTH CASCADE RD. SUB.

0' 100' 200'
1" = 200' (11"x17")
1" = 100' (24"x36")



3/3

PRELIMINARY PLAT
MILLER NORTH
CASCADE ROAD SUB.

PROJECT
NO. 22297

PREPARED FOR:
CHRIS MILLER
1204 TIMBER-HYRST CT.
DUBUQUE, IA 52003

BUESING
ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA
(563) 556-4389

DATE
8/27/24

REVISIONS
8/28/24

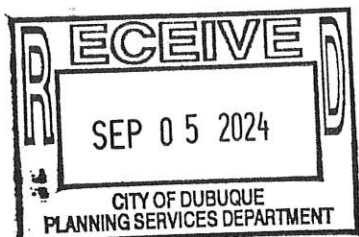
DRAWN BY:
TPL

SCALE:
SEE BAR SCALE

CHECKED BY:
PJN

PRELIMINARY PLAT
MILLER NORTH CASCADE RD. SUB.

Page 232 of 1713



APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☒ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: east end of N English Rd.

Legal Description/Parcel ID#/Subdivision: 1504177007, 1504177009, 1504327004, 1504376001, 1504352023, 1509100003

Existing Zoning: Cnty B-2 & R-1 Proposed Zoning: n/a Site Area (square feet/acres): 74.84 ac.

Historic District: _____ andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Development of a Business & Residential Subdivision

C. Applicant/Agent Information

Name: Miller Companies, LLC c/o Chris Miller Phone: 580-9306

Address: 1204 Timber Hyrst Ct. City: Dubuque

State: IA Zip: 52003 Email: chris@millerdevelopmentgroup.com

D. Property Owner(s) Information

Name(s): Miller Companies, LLC c/o Chris Miller Phone: 580-9306

Address: 1204 Timber Hyrst Ct. City: Dubuque

State: IA Zip: 52003 Email: chris@millerdevelopmentgroup.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

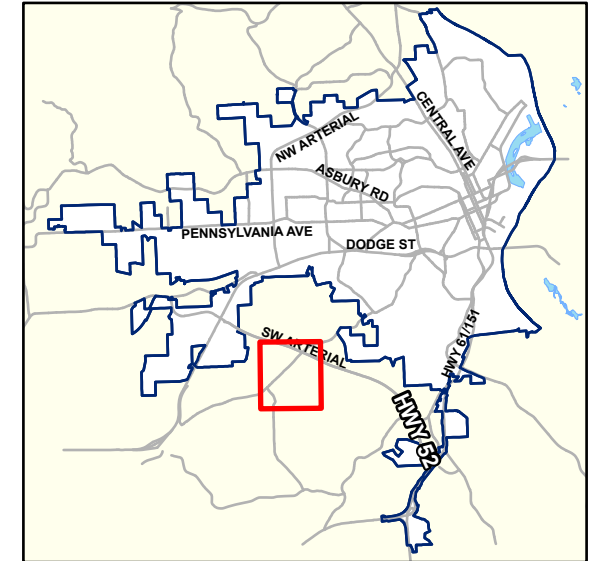
Applicant/Agent: CR Date: 9/3/24

Property Owner(s): CR Date: 9/3/24

FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

Vicinity Map

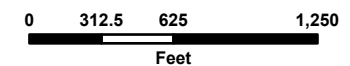
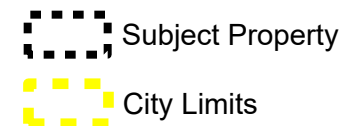


Applicant: Chris Miller, Miller Companies, LLC

Location: North Cascade Road and North English Road (PIN 1504177007, 1504177009, 1504327004, 1504376001, 1504352023, and 1509100003)

Type: Preliminary Plat

Description: Preliminary Plat of Miller North Cascade Road Subdivision



Project Name: Preliminary Plat Miller North Cascade Rd Subdivision

Property Owner: Miller Companies, LLC c/o Chris Miller

Applicant: Miller Companies, LLC c/o Chris Miller

Number of Lots: 18 (14 residential/4 commercial)

Total Area: 74.84 acres

In City: No

Sanitary Sewer: Septic

Storm Sewer: No

Existing Street Access: Yes

Acreage in R.O.W: 3.7 Acres

In 2-Mile Area: Yes

Water: Well

Flood Plain: No

Proposed Land Use: Residential/Commercial

Proposed Zoning: N/A

Existing Land Use: AG/Wooded

Existing Zoning: County R-2 and B-2

Adjacent Land Use:

North – Vacant/AG

East – Vacant/AG

South – Vacant/AG

West – Vacant/AG

Adjacent Zoning:

North - County R-1/A-1

East – County R-1/A-1

South –County R-1

West – County R-1

Physical Characteristics: The subject property currently consists of six (6) existing lots with a total of approximately 75-acres of land area. The property is generally sloping downhill from west to east and has an overall elevation change of approximately 155' from the highest point along North Cascade Road to the lowest point of a wooded valley toward the southeastern side of the site. The site is currently agricultural land with some wooded hillsides along the southern portion of the property.

Proposed Phasing: None proposed.

Dedication of Open Space or Public Amenities: None

Proposed Streets: The preliminary plat indicates a single 66' wide access easement from North English Road which is a stubbed street from North Cascade Road.

Existing lot configuration provided on next page.



Conformance with Comprehensive Plan: The Comprehensive Plan's 2030 Future Land Use plan call for this area to be developed for mixed use and single-family residential uses.

Impact of Request on:

Utilities: The proposed development will take water service from a communal well system and individual septic systems will be provided for each lot. Each lot exceeds the minimum one-acre required for individual septic systems.

Traffic Patterns: The subject property will be accessed from North Cascade Road and vehicular traffic to and from the subdivision will proceed north, south or west along North Cascade Road, North English Road, and the Southwest Arterial. Staff estimates that when fully developed, the 14 residences will generate approximately 140 vehicle trips per day. The trip generation for the commercial lots will likely vary based on future uses; however, the recent improvements to North English Road and the proximity to the Southwest Arterial will provide adequate infrastructure to support the traffic generated by the proposed four commercial lots as well as the residential lots.

Public Services: Existing public services other than water and sewer are adequate to serve the site.

Environment: Staff does not anticipate any adverse impact to the environment provided code compliant septic systems are installed and storm water management and erosion control measures are provided during all phases of development as per County standards.

Adjacent Properties: Development of the subdivision will increase traffic, ambient light levels, noise and activity in this area. However, this is a large-lot subdivision located in a sparsely developed area and the impacts to adjacent properties should be minimal.

Staff Analysis: The applicant is requesting to plat approximately 75-acres to create fourteen (14) single-family residential lots and four (4) commercial lots. The property is currently under cultivation with some wooded areas along the southern portion of the subdivision. The residential lots will have a communal well systems, individual septic systems, and private streets. As the property is located in the county within 2 miles of the city limits, joint review with both County and City Zoning is required.

The subject property currently consists of six (6) existing lots with a total of approximately 75-acres of land area. The property is generally sloping downhill from west to east and has an overall elevation change of approximately 155' from the highest point along North Cascade Road to the lowest point of a wooded valley toward the southeastern side of the site. The site is currently agricultural land with some wooded hillsides along the southern portion of the property.

The subject property will be accessed from North Cascade Road and vehicular traffic to and from the subdivision will proceed north, south or west along North Cascade Road, North English Road, and the Southwest Arterial. Staff estimates that when fully developed, the 14 residences will generate approximately 140 vehicle trips per day. The trip generation for the commercial lots will likely vary based on future uses; however, the recent improvements to North English Road and the proximity to the Southwest Arterial will provide adequate infrastructure to support the traffic generated by the proposed four commercial lots as well as the residential lots.

The subdivision provides a public utility easement on both sides of the interior street as required by City land subdivision standards. Each lot will exceed the City's minimum lot area and frontage standards. The subdivision will also maintain much of the wooded hillside area undeveloped thereby preserving natural features and vegetation. The property will be developed under Dubuque County storm water and erosion control standards.

Planning Services staff has reviewed the proposed Preliminary Plat Miller North Cascade Road Subdivision for compliance with the City's sustainability requirements. The following are the proposed Sustainable Subdivision Development Tools.

Conservation Subdivision	25 points
Proposed roadway with 22 feet of pavement reducing stormwater runoff	5 points
Compliance with Dubuque County stormwater management ordinance	10 points
Total:	40 points

Planning staff recommends the Zoning Advisory Commission review and approved the submitted Preliminary Plat Miller North Cascade Road Subdivision as it is in substantial compliance with City of Dubuque Subdivision Regulations and the Fringe Area Development Policy.

Prepared by:  Date: 9/26/2025

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: Plat of Survey of Middle Fork Second Addition

SUMMARY: Zoning Advisory Commission recommending City Council approve the Final Plat of Middle Fork Second Addition subject to waiving lot frontage for Lot 1.
RESOLUTION Approving The Final Plat Of Middle Fork Second Addition, In The City Of Dubuque, Iowa

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. 01 ZAC Ltr to CC Middle Fork Second Addition
2. 02 Middle Fork Second Addition-revised plat pages per City comments
3. 03 Application 16071 Middle Rd Min Subdivision
4. 04 Vicinity Map - 16071 Middle Rd
5. 05 Staff Memo - Final Plat Middle Fork 2nd Addition
6. 06 Resolution_Final Plat of Middle Fork Second Addition

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



October 21, 2024

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Paul Merkes
Location: 16071 Middle Road, Dubuque IA 52003
Description: To approve the Final Plat of Middle Fork Second Addition

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request. The application, staff report and related materials are attached for your review.

Discussion

Dave Schneider, Schneider Land Surveying, 906 1st St NW, Farley, IA 52046, spoke on behalf of the applicant. He described the proposal to reconfigure four lots in order to settle an estate. He said that a couple of the family members are platting off Lot 2 and Lot 4 and auctioning off Lot 1 and Lot 3 along with the parcel to the south across Middle Road.

Staff detailed the staff report, noting that the submitted Final Plat of Middle Fork Second Addition would create four lots. Staff stated that Lot 1 did not have frontage along an approved street and therefore requires the Commission to waive the frontage requirement for Lot 1. Staff concluded that the proposed subdivision was otherwise in substantial conformance with the UDC.

There were no public comments.

The Zoning Advisory Commission discussed the request and found it appropriate.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request subject to waiving lot frontage for Lot 1.

A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

cc: Paul Merkes, 7792 Adrina Drive, Peosta, IA 52068
Dave Schneider, 906 1st St NW, Farley, IA 52046



SEE SHEET 1

REC. AS: S89°10'43"E 1317.53'
S88°59'41"E 1317.60'

NW1/4, SE1/4,
SEC. 23, T89N, R1E

LEGEND

- SET 1/2" REBAR w/
YELLOW CAP #14417
- FOUND 1/2" REBAR w/
YELLOW CAP #14417
- ⊗ SET MAG NAIL
- FOUND 5/8" REBAR w/
YELLOW CAP #4016
- ⊗ FOUND MAG NAIL
- ▲ FOUND 1-1/4" PIPE
- ◇ FOUND 5/8" REBAR
- ◆ FOUND 5/8" REBAR w/
RED CAP #12631
- △ FOUND 1" PIPE
- FOUND 5/8" REBAR w/
ORANGE CAP #15487

NE CORNER
SW1/4, SE1/4
SEC. 23, T89N, R1E
FOUND 5/8" REBAR
w/ YELLOW CAP
#4016

LOT 1
44.34 ACRES

LOT 4
MIDDLE FORK
ADDITION

LOT 5
MIDDLE FORK
ADDITION

SEE SHEET 3

LOT 2
4.02 ACRES

ACCESS
AND
UTILITY
EASEMENT
66' WIDE

EXISTING
TEMPORARY
EASEMENT
FOR
CUL-DE-SAC
FILE NO.
2006-16555

DREAMWAY
DRIVE (66')

MIDDLE ROAD (66')

NW CORNER
SW1/4, SE1/4
SEC. 23, T89N, R1E
FOUND 5/8" REBAR
w/ YELLOW CAP
#4016

E1/2, SE1/4, SW1/4,
SEC. 23, T89N, R1E
REC. AS: N0°42'41"W 990.47'
N00°36'12"W 990.44'

SW CORNER
LOT 4, MIDDLE
FORK ADDITION
FOUND 5/8"
REBAR

REC. AS:
S28°39'48"W
73.60'
S28°45'03"W
73.51'

REC. AS:
S86°22'48"W
139.70'
S86°33'43"W
139.81'

LOT 2-1
SW1/4, SE1/4,
SEC. 23, T89N, R1E

REC. AS:
N09°04'43"W
89.30'
N08°37'09"W
89.17'

REC. AS:
S0°41'39"W
134.96'
S00°35'05"W
134.57'

REC. AS:
S89°45'38"W
198.63'
S89°50'35"W
199.24'

REC. AS:
S89°45'38"W
190.38'
S89°54'48"W
190.20'

REC. AS:
N1°08'32"W
97.27'
N00°53'13"W
97.19'

S88°54'46"W
49.39'
REC. AS:
N88°51'28"E
49.25'

SE CORNER
LOT 4, MIDDLE
FORK ADDITION
FOUND 5/8"
REBAR

REC. AS: 389.57'
N88°51'28"E

REC. AS: 80.64'
N1°08'32"W
N00°48'26"W
80.83'

LOT 1
MIDDLE FORK
ADDITION

S87°40'10"E 260.08'
REC. AS: N87°51'15"W 260.25'

SW CORNER
SW1/4, SE1/4
SEC. 23, T89N, R1E
FOUND 5/8" REBAR w/
RED CAP #12631

W'RLY CORNER
LOT 2-1,
SW1/4, SE1/4,
SEC. 23, T89N, R1E
FOUND 5/8"
REBAR

LOT 2
SW1/4, SE1/4,
SEC. 23, T89N, R1E

LOT 1
WESTPHAL
PLACE

LOT 2
WESTPHAL
PLACE

LOT 3
MIDDLE FORK
ADDITION

LOT 2
MIDDLE FORK
ADDITION

R=100.00'
c= 26°00'55"
Ch=45.02'
N11°58'55"E
A=45.41'
REC. AS:
c= 26°04'40"
Ch=45.12'
S11°53'49"W
A=45.52'

R=300.00'
c= 38°44'41"
N18°34'25"E
Ch=199.02'
A=202.87'

S37°56'45"W
2.91'

N00°47'56"W
70.69'

N68°07'12"E 322.12'

WIDE ACCESS EASEMENT (TO BE VACATED)

S57°45'07"E 418.26'

82.07'

39.37'

N00°47'56"W
70.69'

36.74'

A=113.68'
N12°09'33"E
c= 25°54'57"
Ch=112.72'
R=251.34'

36.74'

R=300.00'
c= 82°37'32"
N03°22'04"W
Ch=396.10'
A=432.63'

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@youaq.net
Project: 2852DETAIL
Survey Date: 9/12/2024
Sheet: 2 of 8

FINAL PLAT
MIDDLE FORK SECOND ADDITION, DUBUQUE COUNTY, IOWA
LOT 4 AND LOT 5 OF MIDDLE FORK ADDITION; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 89 NORTH, RANGE 1 EAST OF THE 5th P.M., CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

- SET 1/2" REBAR w/
YELLOW CAP #14417
- FOUND 1/2" REBAR w/
YELLOW CAP #14417
- ✗ SET MAG NAIL
- FOUND 5/8" REBAR w/
YELLOW CAP #4016
- ✗ FOUND MAG NAIL
- ▲ FOUND 1-1/4" PIPE
- ☆ FOUND 5/8" REBAR
- ◆ FOUND 5/8" REBAR w/
RED CAP #12631
- △ FOUND 1" PIPE
- FOUND 5/8" REBAR w/
ORANGE CAP #15487

NE CORNER
SW1/4, SE1/4
SEC. 23, T89N, R1E
FOUND 5/8" REBAR
w/ YELLOW CAP
#4016

REC. AS: S89°10'43"E 1315.11'
N89°00'03"W 1314.92'

NE CORNER
SW1/4, SE1/4
SEC. 23, T89N, R1E
FOUND 5/8" REBAR

LOT 2,
BAHL FARM
PLACE #2

LOT 2,
CJ TIMBERS

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2852DETAIL
Survey Date: 9/12/2024
Sheet: 3 of 8

LOT 3
87.60 ACRES TOTAL
0.42 ACRES ROAD
87.18 ACRES NET

NOTE:
LOT 1, LOT 2 AND LOT 3 OF MIDDLE
FORK SECOND ADDITION, CITY OF
DUBUQUE, DUBUQUE COUNTY, IOWA
ARE THE BENEFICIARIES OF THE ACCESS
AND UTILITY EASEMENT ON THE NORTHERLY
EXTENSION OF DREAMWAY DRIVE.

LOT 1,
CJ TIMBERS No.2

FINAL PLAT
MIDDLE FORK SECOND ADDITION.
CITY OF DUBUQUE. DUBUQUE COUNTY.

LOT 4 AND LOT 5 OF MIDDLE FORK ADDITION; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 89 NORTH, RANGE 1 EAST OF THE 5th P.M. CITY OF DUBUQUE. DUBUQUE COUNTY, IOWA

Page 244 of 1713



APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
- ☐ Rezoning/PUD/ID
- ☐ Text Amendment
- ☐ Simple Subdivision
- ☐ Preliminary Plat
- ☐ Major Final Plat
- ☒ Minor Final Plat
- ☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

Development Services

- ☐ Annexation
- ☐ Limited Setback Waiver
- ☐ Site Plan Simple
- ☐ Site Plan Minor
- ☐ Site Plan Major
- ☐ Simple Subdivision
- ☐ Temporary Use Permit
- ☐ Port of Dubuque/Chaplain Schmitt Island Design Review

Historic Preservation Commission

- ☐ Demolition Review
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 16071 Middle Road
Legal Description/Parcel ID#/Subdivision: Lot 4, Lot 5 of Middle Fork Add.; NW 1/4 SE 1/4 + NE 1/4 SE 1/4 Sec. 23 T89N, R1E
Existing Zoning: Ag Proposed Zoning: Ag Site Area (square feet/acres): 144.95 acres
Historic District: _____ Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Divide property into four lots for the sale of the estate.

C. Applicant/Agent Information

Name: Paul Merkes, Executor Phone: 563-543-6388
Address: 7792 Adrina Drive City: Peosta
State: IA Zip: 52068 Email: N/A

D. Property Owner(s) Information

Name(s): The Theresa M. Merkes Estate Phone: 563-543-6388
Address: 7792 Adrina Drive City: Peosta
State: IA Zip: 52068 Email: N/A

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Paul A Merkes - Exc Date: 9/13/2024
Property Owner(s): Paul A Merkes - Exc Date: 9/13/2024

FOR OFFICE USE ONLY

Fee \$ 530 Ck# 11254 ☐ CC ☐ Cash Received by: [Signature] Date 9-20-24

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: October 2, 2024

SUBJECT: Final Plat Middle Fork Second Addition
(0923400001, 092340002, 0923451001, 0923476001)

INTRODUCTION

The proposed subdivision plat consists of four lots that are under common ownership and together total approximately 144.95 acres. The property is currently operating as a farm in the AG/RROD Agriculture with a Rural Residential Overlay zoning district. The property owner proposes to reconfigure the property boundaries in order to settle an estate. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Minor Subdivision¹. All Minor Subdivisions require review by the Zoning Advisory Commission. Additionally, Lot 1, would not have frontage along an approved public or private street, and therefore requires a waiver of the street frontage requirement for that lot.

DISCUSSION

The subject properties are under common ownership and the property owner is looking to subdivide in order to settle the family estate. The applicant proposes four lots with a curved lot line indicating the potential location of a future street in the event that Lot 1 and/or Lot 3 were further subdivided.

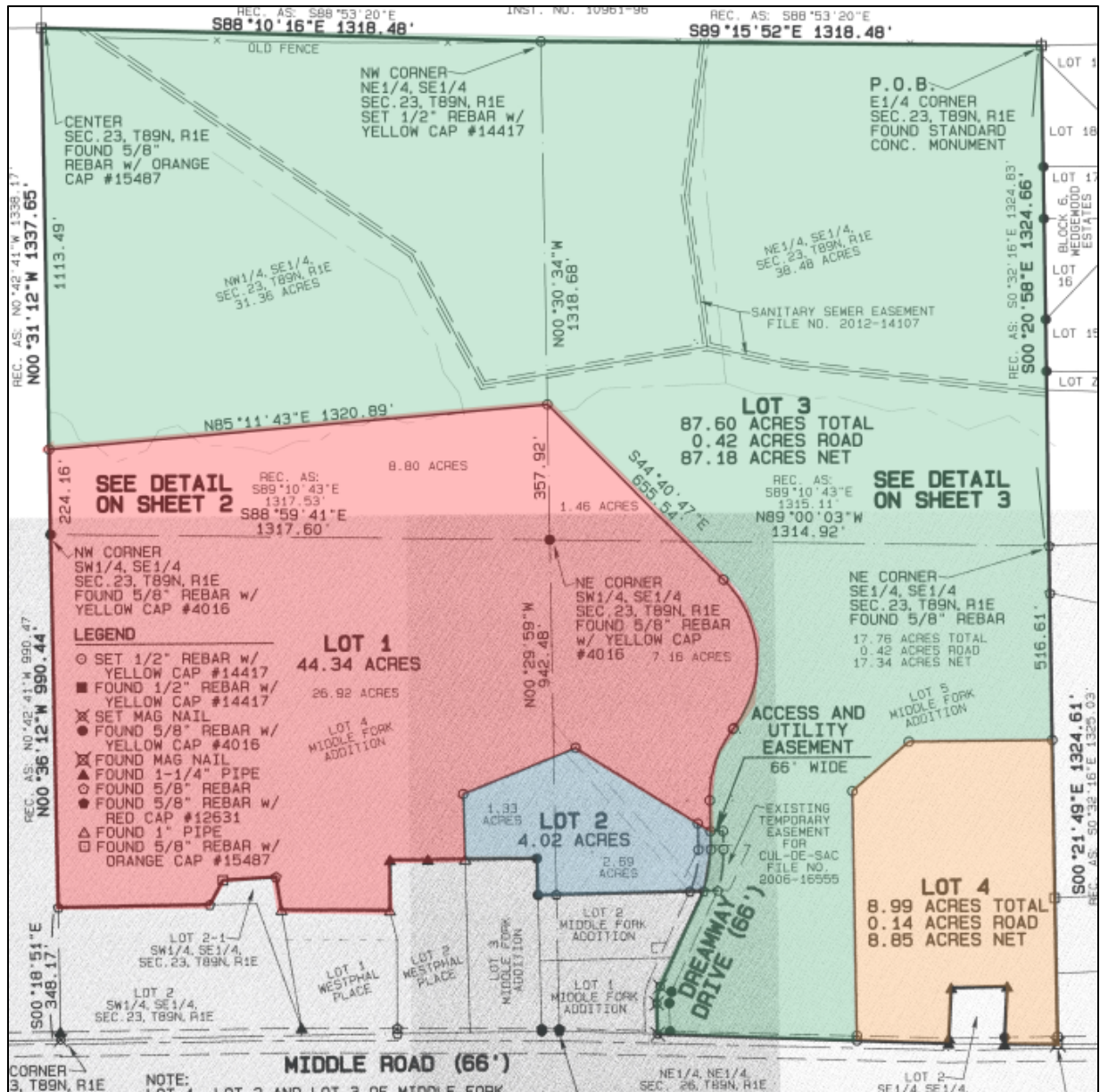
As proposed, the Final Plat of Middle Fork Second Addition would reconfigure four existing lots. The following is a description of each proposed parcel:

- Lot 1 (44.34 acres) is proposed to have no frontage along Dreamway Drive and therefore would not meet the street frontage requirement. The entire east side property line is in a location that may be a future street, hence its shape. However, no plans or access easements are in place for that potential street. Access to Lot 1 would be from the easement along Dreamway Drive which would be required to be extended for any future subdivision(s) of the lot. The lot is vacant and agricultural use could be continued.
- Lot 2 (4.02 acres) is proposed to have frontage along its entire east property line along Dreamway Drive. The property has a pond and is otherwise vacant.

¹ UDC Chapter 16-11-6 defines a Minor Subdivision as “Any subdivision or consolidation of property in which no new streets, public or private, are proposed and which does not require the construction of any public improvements and which creates three (3) or more lots.”

Final Plat of *Middle Fork Second Addition*

- Lot 3 (87.60 acres) is proposed to have frontage along both Dreamway Drive and Middle Road and is otherwise vacant. Agricultural use could be continued.
- Lot 4 (8.99 acres) is proposed to have frontage along Middle Road and farm related structures and a dwelling are present. Agricultural use could be continued.



Pursuant to the Unified Development Code (UDC) Chapter 11-14, all lots shall have frontage along a public street or an approved private street. Because the proposed Lot 1 will not have any frontage, the applicant is requesting a waiver of this bulk regulation. The proposed lots are otherwise in substantial conformance with the UDC.

Final Plat of *Middle Fork Second Addition*

The UDC categorizes the proposed plat as a Minor Subdivision. Pursuant to UDC Chapter 11, the Zoning Advisory Commission and City Council are the reviewing authorities for a Minor Subdivisions and for subdivisions which require a waiver of bulk regulations. The Zoning Advisory Commission shall review the plat to determine whether it is in substantial conformance with the Unified Development Code and shall consider the waiver of the street frontage requirement for Lot 1.

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Middle Fork Second Addition and recommends approval subject to waiving the street frontage requirement for Lot 1.

Attachments

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

RESOLUTION NO. - 24

**A RESOLUTION APPROVING THE FINAL PLAT OF MIDDLE FORK
SECOND ADDITION, IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat of Middle Fork Second Addition in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required street frontage on a public street or an approved private street for Lot 1 Middle Fork Second Addition.

Section 2. That the Final Plat of Middle Fork Second Addition, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 21st day of October 2024.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

ACCEPTANCE OF RESOLUTION NO. - 24

I, the undersigned, **Robert Miller**, having read the terms and conditions of the Resolution No. - 24 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this day of 2024.

By Robert Miller, Property Owner

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____ 2024, before me, a Notary Public in and for said state, personally appeared Robert Miller, to me known to be the person(s) named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires:_____

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Community Development Block Grant (CDBG) Subrecipient Agreement - Area Residential Care
SUMMARY:	City Manager recommending City Council approve the attached Community Development Block Grant (CDBG) Subrecipient Agreement with Area Residential Care and authorize the Mayor to execute the agreement on behalf of the City. RESOLUTION Authorizing Execution Of CDBG Subrecipient Agreement With Area Residential Care
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Resolution 4. Contract

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: CDBG Subrecipient Agreement – Area Residential Care Home Remodel

DATE: October 15, 2024

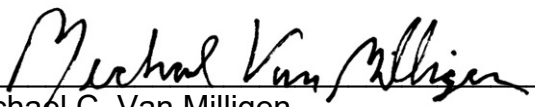
Housing & Community Development Director Alexis Steger is recommending City Council approve the attached Community Development Block Grant (CDBG) Subrecipient Agreement with Area Residential Care and authorize the Mayor to execute the agreement on behalf of the City.

Area Residential Care is approved for \$41,025 CDBG funding to assist with construction costs to remodel Penn Community Living Home. The scope of work includes remodeling the kitchen and the main floor to make them more accessible and open. This will include removing non-load bearing walls, replacing carpet with hard-surface flooring, widening doorways, and remodeling bathrooms. This scope will include some electrical and plumbing work, as well as testing and possible mitigation for radon. All updates will make the home more accessible and safer for the residents.

The Penn Community Living Home Remodel project meets the National Objective of Low/Mod-Income Housing, and the Eligible Activity of 14A – Rehab; Single-Unit Residential.

On Wednesday, November 29, Community Development Advisory Commission (CDAC) approved \$41,025 of CDBG funds to assist with construction costs of a remodel of the Penn Community Living Home that houses 5 adults with intellectual disabilities, all of whom are low income.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Mary Bridget Corken-Deutsch, Community Development Specialist



TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: CDBG Subrecipient Agreement – Area Residential Care Home Remodel

DATE: October 14, 2024

Introduction

The attached memorandum transmits the subrecipient agreement for Community Development Block Grant (CDBG) funds to assist Area Residential Care for the home remodel of the Penn Community Living Home.

Background

On Wednesday, November 29, Community Development Advisory Commission (CDAC) approved \$41,025 of CDBG funds to assist with construction costs of a remodel of the Penn Community Living Home that houses 5 adults with intellectual disabilities, all of whom are low income. CDAC approved funding for this activity to be included in the FY25 CDBG Annual Action Plan. The FY25 CDBG Annual Action Plan was approved by City Council in the final budget hearing on April 11, 2024.

Discussion

Area Residential Care is approved for \$41,025 CDBG funding to assist with construction costs to remodel Penn Community Living Home. The scope of work includes remodeling the kitchen and the main floor to make them more accessible and open. This will include removing non-load bearing walls, replacing carpet with hard-surface flooring, widening doorways, and remodeling bathrooms. This scope will include some electrical and plumbing work, as well as testing and possible mitigation for radon. All updates will make the home more accessible and safer for the residents.

The Penn Community Living Home Remodel project meets the National Objective of Low/Mod-Income Housing, and the Eligible Activity of 14A – Rehab; Single-Unit Residential.

Recommendation

I respectfully request the City Council approve the attached CDBG Subrecipient Agreement with Area Residential Care and authorize the Mayor to execute the agreement on behalf of the City.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Specialist

RESOLUTION NO. ____-2024

RESOLUTION AUTHORIZING EXECUTION OF CDBG SUBRECIPIENT AGREEMENT WITH AREA RESIDENTIAL CARE.

Whereas, Area Residential Care prepared a request to improve the quality of existing affordable housing at Penn Community Living Home utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2025/Program Year 2024 budget that included a budget for Area Residential Care to accommodate this request; and

Whereas, a Categorically Excluded Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; therefore converting the project to exempt; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14A: Rehab, Single-Unit Residential.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the subrecipient agreement with Area Residential Care, beginning no sooner than October 21, 2024 be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized to execute said Agreement.

Section 3. That the Mayor of the City of Dubuque Iowa is hereby authorized and directed to designate the City Manager or the Housing and Community Development Department Director to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 21st day of October 2024.

Attest

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, City Clerk

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DUBUQUE
AND
AREA RESIDENTIAL CARE**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Area Residential Care (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant (CDBG) funds from the United States Government through the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number B-23-MC-19-0004, B-24-MC-19-0004 which was awarded to the City on 5/18/2024 for the purpose of an interior rehabilitation of an existing structure to meet CDBG's National Objective of service a Low to Mod-Income Housing Benefit, and the Eligible Activity is 14A:Rehab Single-Unit Residential at 2951 Pennsylvania Ave, Dubuque, IA 52001; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient with rehabilitation of a single-family housing rehab,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

A. STATEMENT OF WORK

1. Activities

The Subrecipient will be responsible for administering a CDBG Program Year 24 single-family residential rehabilitation project, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ Assisting low and moderate-income persons, said income guidelines found in Exhibit B
- ☐ Aid in the prevention or elimination of slums or blight
- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) _____

3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, not to exceed \$41,025.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

6. Term and Time of Performance

Services of the Subrecipient shall start on October 21, 2024 and end on June 30, 2025. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

B. RECORDS AND REPORTS

1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;

- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data

Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.

5. Reporting Procedures

The Subrecipient shall provide progress reports to the City in the form, content, and frequency as required by the City. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.

6. Close-out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

8. Payment

a. Maximum Amount and Drawdown

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made against the line item budgets specified in Exhibit C herein and in accordance with any City policy concerning payments.

b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses for project costs. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2025.

C. PROGRAM INCOME

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. UNIFORM ADMINISTRATIVE REQUIREMENTS

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

E. OTHER PROGRAM REQUIREMENTS

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200 and any applicable state and local requirements for insurance and bonding. The Subrecipient must carry Insurance Schedule G. The Subrecipient's contractors and subcontractors must carry Insurance Schedule F and list the City of Dubuque and Subrecipient as additional insureds. The Subrecipient is responsible for providing the Certificate of Insurance with all required endorsements for all contractors and subcontractors to the City of Dubuque upon request.

For construction or facility improvement contracts or subcontracts entered by the Subrecipient for the purpose of executing the scope of work in Exhibit A, the City may accept the bonding policy and requirements of the Subrecipient provided that the City has made a determination that the City's interest is adequately protected. If such a determination has not been made, the minimum requirements must be as outlined in the City of Dubuque's Administrative Policy 3.02 Public Improvement Contracts and Goods and Services Purchasing Policy – Procedure V. A-D.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. Relocation, Property Acquisition and One-For-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

16. Lobbying

The Subrecipient hereby certifies that:

a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

23. Buy America, Build America

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION

1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

G. REVERSION OF ASSETS

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

H. MISCELLANEOUS

1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

5. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

6. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

7. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

8. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

9. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

10. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City

Mary Bridget Corken-Deutsch
 Community Development Specialist
 Housing & Community Dev. Dept
 350 W. 6th Street, Suite 312
 Dubuque, IA 52001

Subrecipient

Sue Freeman
 Area Residential Care
 3355 Kennedy Circle
 Dubuque, IA 52002

11. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

12. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

13. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of October 21, 2024.

CITY OF DUBUQUE, IOWA,
 50 W 13th Street
 Dubuque, Iowa 52001

Area Residential Care
 Subrecipient
 3355 Kennedy Circle
 Dubuque, Iowa 52002

 Signature



Signature
 Executive Director

 Brad M. Cavanagh
 Printed Name
 Mayor

 SueFreeman
 Printed Name
 Executive Director

LIST OF EXHIBITS

EXHIBIT A	STATEMENT OF WORK
EXHIBIT B	INCOME GUIDELINES
EXHIBIT C	PROJECT/ACTIVITY BUDGET

EXHIBIT A STATEMENT OF WORK

Area Residential Care will be responsible for the Rehabilitation of a Single-Family Residential Structure by:

- Remove interior non-load bearing walls in the kitchen and living room to open space.
- Removal and replacement of current cabinets and countertops in kitchen.
- Electrical and plumbing work to correspond with new layout of kitchen.
- Replace flooring throughout kitchen, dining room, living room, hallway, and entryway.
- Test for Radon and potentially install mitigation system.
- Remodel both bathrooms. New showers, sinks, toilets, floors, and exhaust fans.
- Replace or repair front railing leading up to house.
- This contract ensures all work is done in compliance with plans in Exhibit D.

CDBG Eligibility: This project meets the National Objective of Low/Mod Housing Benefit, under eligible activity 14A: Rehab; Single-Unit Residential.

EXHIBIT B INCOME GUIDELINES

CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A moderate-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

An extremely low-income person, family or household has a total income which is between zero (0) and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of May 1, 2024 for the Dubuque Metropolitan Statistical Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$21,400	<\$35,650	<\$57,050	>\$57,050
Family Size 2:	<\$24,450	<\$40,750	<\$65,200	>\$65,200
Family Size 3:	<\$27,500	<\$45,850	<\$73,350	>\$73,350
Family Size 4:	<\$30,550	<\$50,900	<\$81,450	>\$81,450
Family Size 5:	<\$33,000	<\$55,000	<\$88,000	>\$88,000
Family Size 6:	<\$35,450	<\$59,050	<\$94,500	>\$94,500
Family Size 7:	<\$37,900	<\$63,150	<\$101,000	>\$101,000
Family Size 8:	<\$40,350	<\$67,200	<\$107,550	>\$107,550

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

EXHIBIT C
PROJECT/ACTIVITY BUDGET

Item	Budget
Remodel of Penn Community Living Home – Contractor Costs	\$41,025

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Community Development Block Grant 50th Anniversary Certificate of Appreciation
SUMMARY:	City Manager sharing information on the Community Development Block Grant (CDBG) 50th Anniversary Certificate of Appreciation and Recognition Letter to the City of Dubuque from the U.S. Department of Housing and Urban Development (HUD).
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. HUD Recognition Letter
4. Certificate of Appreciation



TO: The Honorable Mayor and City Council Members

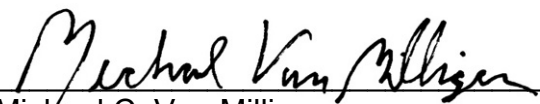
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Community Development Block Grant 50th Anniversary Certificate of Appreciation

DATE: October 15, 2024

Housing & Community Development Director Alexis Steger is sharing information on the Community Development Block Grant (CDBG) 50th Anniversary Certificate of Appreciation and Recognition Letter to the City of Dubuque from the U.S. Department of Housing and Urban Development (HUD).

HUD's Office of Community Planning and Development recently sent the City of Dubuque a 50th Anniversary Certificate of Appreciation and Recognition Letter. The city has been a recipient of formula funding under the CDBG program for the past 50 years. The CDBG program in Dubuque has implemented the CDBG goals of developing viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities principally for low- and moderate-income people.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Mary Bridget Corken-Deutsch, Community Development Specialist



TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: Community Development Block Grant 50th Anniversary Certificate of Appreciation

DATE: October 14, 2024

Introduction

The purpose of this memorandum is to share the Community Development Block Grant (CDBG) 50th Anniversary Certificate of Appreciation and Recognition Letter to the City of Dubuque from the U.S. Department of Housing and Urban Development (HUD).

Discussion

HUD's Office of Community Planning and Development recently sent the City of Dubuque a 50th Anniversary Certificate of Appreciation and Recognition Letter. The city has been a recipient of formula funding under the CDBG program for the past 50 years. The CDBG program in Dubuque has implemented the CDBG goals of developing viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities principally for low- and moderate-income people.

CDBG funds have supported programs and projects that have benefited both individuals directly and the broader Dubuque community. Some of these CDBG funded activities are homeowner rehabs, rental assistance, recreation scholarships, small business grants, Comiskey Park Phase 1 renovations and several community partner capital projects including but not limited to partnering with Affordable Housing Network, INC, Catholic Charities, Crescent Community Health Center, Dubuque Community YMCA, Dubuque Food Pantry, Dubuque Rescue Mission, Four Mounds Foundation, Gronen-Henry Stout Senior Apartments, Liberty Recovery Center, Lincoln Elementary School Wellness Project, Marita Theisen Childcare Center, Mount Pleasant Home, St. Mark Youth Enrichment, and Visiting Nurse Association. The City of Dubuque is proud to be an entitlement community utilizing CDBG funds to help make Dubuque an equitable community of choice.

Requested Action

I respectfully submit this memo as informational only.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Specialist



U.S. Department of Housing and Urban Development
Omaha Field Office
Edward Zorinsky Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

To: CDBG Formula Grantee Administrators

From: Anderson Stoute, CPD Director, Omaha Field Office

Date: July 23, 2024

RE: CDBG 50th Anniversary Recognition

As a recipient of formula funding under the Community Development Block Grant (CDBG) Program, we want to thank you again for your partnership over the past 50 years!

Enclosed is your certificate of appreciation, which was presented during our quarterly meeting on July 10, 2024. Due to a mix-up with the printer, we received multiple copies of the certificate for each grantee, so we are sharing an extra copy with you to use as you wish.

Since we were unable to give the certificates to grantees in person, we request that you take a photo of you and/or your staff with the certificate. Then, send it to me and your CPD Representative electronically, so we can share it with HUD Headquarters.

Thank you again for all you do for your communities/states!

Sincerely,

A handwritten signature in black ink, appearing to read "A. Stoute", is written over a large, stylized circular graphic that resembles a stylized "S" or a large "O".

Anderson Stoute
Director
Office of Community Planning and Development



The U.S. Department of Housing and Urban Development

in honor of

The 50th Anniversary of the Community Development Block Grant Program

presents this

Certificate of Appreciation

to the

City of Dubuque, IA

In recognition of your participation in the Community Development Block Grant Program, we commend your steadfast commitment to improving the lives of all. Through thoughtful initiatives, you have provided crucial support and housing solutions, offering hope and stability to vulnerable individuals and families. Your efforts have strengthened communities, revitalized neighborhoods, enhanced infrastructure, and fostered economic opportunities for low- and moderate-income residents. We extend our sincere appreciation for your continued partnership in building a stronger, more equitable community for all.

Anderson Stoute, CPD Director
Omaha Field Office



Julie Sleeper, IA State Director
Des Moines Field Office

July 10, 2024



**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	FY'24 – FY'26 Audit Services Request for Proposal (RFP)
SUMMARY:	City Manager recommending City Council approval of the Audit Services Request for Proposal (RFP) process.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Audit RFP_MVM memo_2024_10_14
2. Audit RFP_Staff Memo_2024_10_14
3. Audit Request for Proposal 2024_10_09

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY'24 – FY'26 Audit Services Request for Proposal (RFP)

DATE: October 14, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of the Audit Services Request for Proposal (RFP) process.

On September 23, 2024, Finance staff were notified that FORVIS LLP has decided not to continue as the City of Dubuque's auditor following the completion of the Fiscal Year 2023 audit.

In compliance with Iowa Code Chapter 11, it is required that cities issue a Request for Proposal (RFP) prior to retaining auditing services. The RFP was issued on September 30, 2024, to initiate the proposal solicitation process aimed at securing a new auditor in time for the audit to be completed by Spring 2025. This RFP is due on October 29, 2024, and will cover audit services for a three-year period, specifically for Fiscal Years 2024 through 2026.

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: FY'24 – FY'26 Audit Services Request for Proposal (RFP)

DATE: October 14 , 2024

The City's current auditors, FORVIS, have indicated to staff that they will no longer perform the City's audit after the Fiscal Year 2023 audit is completed.

In compliance with Iowa Code Chapter 11, it is required that cities issue a Request for Proposal (RFP) prior to retaining auditing services. The RFP was issued on September 30, 2024, to initiate the proposal solicitation process aimed at securing a new auditor in time for the audit to be completed by Spring 2025. This RFP is due on October 29, 2024, and will cover audit services for a three-year period, specifically for Fiscal Years 2024 through 2026.

- Suggested audit services review committee:

Jenny Larson	Chief Financial Officer
Brian DeMoss	Finance Manager
Nathan Kelleher	Budget/Financial Analyst (Grant Focused)

- Tentative time frame suggested for RFP process

September 30, 2024	Issue Solicitation for Proposal
October 29, 2024	Proposals Due
November 8, 2024	Committee Recommendation to City Manager
November 18, 2024	City Council Approval of Firm
November 19, 2024	Firms Notified of Selection

- CPA firms to be considered for audit services solicitation include WIPFLI and Creative Planning (formerly known as BerganKDV). Eide Bailly LLP and CliftonLarsonAllen have indicated that they do not have the capacity to complete the City's Fiscal Year 2024 audit. RSM US cannot complete the City's audit due to a conflict of interest from assisting with completion of the City's Annual Comprehensive Financial Report the past two years.

City of Dubuque REQUEST FOR PROPOSAL (RFP)

I. INTRODUCTION

A. General Information

The City of Dubuque is requesting proposals from qualified certified public accounting firms to audit its financial statements for three fiscal years ending June 30, 2024 through June 30, 2026. The annual audits are to be performed in accordance with generally accepted auditing standards, Chapter 11 of the Code of Iowa, and any other provisions applicable to audits of local government contained in the Code of Iowa, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the Single Audit Act Amendments of 1996 and Office of Management and Provisions of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirement, Cost Principals, and Audit Requirements for Federal Awards* (Uniform Guidance).

There is no expressed or implied obligation for the City of Dubuque to reimburse responding firms for any expenses incurred in preparing proposals or potential interviews in response to this request.

One electronic (.pdf) copy shall be provided to <https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228> by 4:30 p.m. local time on October 29, 2024. No bids will be considered which have not been received by the deadline set forth. The City of Dubuque reserves the right to reject any or all proposals submitted.

The proposals submitted will be evaluated by an Audit Services Review Committee comprised of City employees. During the evaluation process, the Audit Services Review Committee and the City of Dubuque reserve the right, where it may serve the City of Dubuque's best interest, to request additional information or clarification from proposers, or to allow corrections of errors/omissions. At the discretion of the Audit Services Review Committee and City of Dubuque, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Dubuque reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Dubuque and the firm selected.

It is anticipated the selection of a firm will be completed by late late October 2024. Following the notification of the selected firm it is expected a contract will be executed within three weeks of City Council approval.

B. Term of Engagement

A three-year contract is anticipated, subject to an annual review and annual availability of an appropriation.

C. Subcontracting

If subcontracting is anticipated, the name of the proposed subcontracting firm must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the prior written consent of the City of Dubuque.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Dubuque is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2024, and each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposal. The City's fiscal year begins on July 1 and ends on June 30.

B. Scope of Work to be Performed

The City of Dubuque desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The City of Dubuque also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is required to audit the schedule of expenditures of federal awards. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board (GASB).

C. Auditing Standards to be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with the following standards:

1. Provisions of GASB and the Financial Accounting Standards Board (FASB), as applicable to local governments,
2. Generally accepted accounting standards, as promulgated by the American Institute of Certified Public Accountants (AICPA),
3. Generally accepted government auditing standards, as promulgated by the U.S. Government Accountability Office,
4. Provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance),
5. Provisions of the Single Audit Act Amendments of 1996,

6. ACIPA Guides applicable to state and local governments, and
7. Provision of the Code of Iowa.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. An Independent Auditor's Report expressing opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
3. A report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200.
4. A report on the fairness of presentation of the City's financial statements and comparison is U.S. Department of Housing and Urban Development Real Estate Assessment Center (REAC).
5. In the report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organizations' ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions discovered during the audit shall be reported in a separate letter to management which shall be referred to in the report(s) on internal controls. The reports on compliance shall include all instances of non-compliance.
6. A report on the fair presentation of the Dubuque Metropolitan Solid Waste Agency's (DMASWA) financial statements in conformity with general accepted accounting principles.
7. A review of the Global Spectrum L.P. d/b/a OVG (OVG) financial statements for Grand River Center Conference and Education Center Operations Services.
8. Independent auditor's report on compliance with policy and procedures concerning the use of Airport revenues and internal control over compliance.
9. Independent auditors report on compliance with requirements applicable to the Passenger Facility Charge Program and on internal control over compliance.
10. Summary schedule of prior audit findings.
11. Schedule of findings, which includes the following:

- a. Summary of independent auditor's results.
 - b. Finding related to the financial statements reported in accordance with government auditing standards.
 - c. Findings and questioned costs for federal awards.
 - d. Other findings related to required statutory reporting.
 - e. Corrective action plan.
12. Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to Michael C. Van Milligen, City Manager.

E. Special Considerations

1. The City of Dubuque, Iowa has received the Certificate of Achievement for Excellence in Financial Reporting for 35 consecutive years as of June 30, 2022, and has submitted the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2023 to the Government Finance Officer's Association for review. The City anticipates submitting its Annual Comprehensive Financial Report for the three years covered by this Request for Proposal and does not anticipate needing any special assistance from the auditor to meet the program's requirements but will rely on the expertise of the successful audit firm to assist the City with compliance with any new accounting principles that become effective during the period covered by this Request for Proposal. The cost of providing this assistance is to be included in the base proposal price.
2. The City of Dubuque anticipates it may prepare one or more official statements annually in connection with the sale of debt securities (normally General Obligation Bonds, Revenue Bonds or State of Iowa Revolving Loan) which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. The City of Dubuque has determined that the U.S. Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirement, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance).
4. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal controls and compliance, are to be issued as part of the ACFR.
5. The US Department of Housing & Urban Development requires the City of Dubuque Housing & Community Development Department to electronically submit

their fiscal year-end financial information to HUD through the Financial Assessment Subsystem for Public Housing (FASS-PH) by August 31. The Real Estate Assessment Center (REAC) requires a CPA certification after issuance of the ACFR, no later than March 31. Currently, this is prepared for the Housing Choice Voucher including Family Self-Sufficiency and Moderate Rehabilitation Programs. The review and certification of these reports is to be included in the contract cost utilizing full accrual method of accounting.

6. The typing, editing, printing, and assembly of the ACFR shall be the responsibility of the City. The auditors will be responsible for suggesting revisions to and expressing opinions on the City's working copy of the ACFR, excluding sections identified as "unaudited." It is expected that audit procedures during fieldwork will be based primarily on the City's trial balance and audit lead sheets.
7. At the end of the audit, the final bill for services needs to be allocated between general enterprise funds, major federal programs, DMASWA, OVG Grand River Center Conference and Education Center Operations Management Services, Airport PFC and REAC certification.

The City of Dubuque will require the auditor's assistance to comply with any new accounting principles that become effective during the period covered by this request for proposal.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Dubuque of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

City of Dubuque, U.S. Department of Housing and Urban Development, Auditor of the State of Iowa, parties designated by the federal or state governments or by the City of Dubuque as part of an audit quality review process, auditors of entities of which the City of Dubuque is a subrecipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. General Description of Government/Contact Person

A list of City offered services may be found in the Transmittal Letter of the Annual Comprehensive Financial Report (available on the City website www.cityofdubuque.org.) Lists of elected and appointed officials and department directors, and the City's organizational chart, are provided in the Introductory Section of the ACFR. Further information on the City is provided in the ACFR Management's Discussion and Analysis, and Statistical Sections.

The auditor's principal contact with the City of Dubuque will be Brian DeMoss, Finance Manager, phone (563) 589-4133 or bdemoss@cityofdubuque.org.

B. Fund Structure

The City's current fund structure is provided in Appendix A.

C. Budgetary Basis of Accounting

The City of Dubuque prepares its budgets on a cash basis. Budgets are prepared for all of the City's governmental and proprietary funds.

D. Federal and State Financial Assistance

The City of Dubuque receives federal financial assistance from several federal programs; a listing of the programs and the Catalog of Federal Domestic Assistance numbers is included on pages 204-207 of the FY 2022 ACFR. The City does not anticipate major changes in the amount of Federal or State financial assistance over the three-year period covered by the contract.

<u>Fiscal Year</u>	<u>Number of Major Federal Programs</u>
2019	3
2020	4
2021	5
2022	4
2023	4

E. Pension Plans

The City of Dubuque participates in the Municipal Fire & Police Retirement System of Iowa (MFPRSI) and the Iowa Public Employees Retirement System (IPERS) pension plans. Both plans are defined benefit, cost-sharing, multiple-employer plans administered by state agencies.

F. Discretely Presented Component Units

The Dubuque Metropolitan Area Solid Waste Agency was created under the provisions of Chapter 28E of the Code of Iowa by the City of Dubuque and Dubuque County. The purpose of the Agency is to provide solid waste management for the Dubuque metropolitan area. The City appoints a voting majority of the Agency's governing board and has authority over those persons responsible for the day-to-day operations of the Agency. The Agency is presented as a proprietary fund type and has a June 30 year end.

Dubuque Initiatives and Subsidiaries is a non-profit corporation organized under the laws of Iowa and Section 501(c)(3) of the Internal Revenue Code. The Organization was created to render service to the City Council of the City of Dubuque, Iowa, on matters of community interest. The Organization's articles require that its board members include two

city council members, the mayor, and the city manager of the City of Dubuque, Iowa; and in the event of dissolution, any assets or property of the Organization be transferred to the City of Dubuque, Iowa. During the fiscal year 2009, the City of Dubuque, Iowa guaranteed debt issued by Dubuque Initiatives and Subsidiaries for the rehabilitation of the Roshek Building. The Organization is presented as a proprietary fund type and has a December 31st year end.

Dubuque Convention and Visitors Bureau (CVB) was formerly part of the Dubuque Area Chamber of Commerce, and in 2014 was established as a separate non-profit organization. Dubuque CVB's purpose is to strengthen the Dubuque area economy by competitively marketing the area as a destination. The organization's board members include one City Council member, the City of Dubuque mayor, and the City Manager. In the event of dissolution, any assets or property of the organization shall be transferred to the City. The City collects hotel/motel taxes and forwards 50% to the CVB as the primary source of funds for its operations. The CVB has a June 30th year end.

G. Joint Ventures

The City of Dubuque does not currently participate in joint ventures with other governments.

H. Magnitude of Finance Operations

The financial activities are performed by the City of Dubuque finance and budget department. The principal functions performed and the number of employees assigned to each is as follows:

<u>Function</u>	<u>Number of Employees</u>
Accounting/Treasury/Purchasing/Payroll	11 FT, 1 PT, 2 Seasonal
Budget/Financial Analyst	3 FT
Utility Billing/Parking Ticket Collection	8 FT, 1 Seasonal
 <u>Key Finance Staff</u>	 <u>Anniversary Date</u>
Jenny Larson, Chief Financial Officer	August 6, 2006
Brian DeMoss, Finance Manager	July 5, 2023

I. Computer Systems

Hardware

The City of Dubuque currently uses a cloud hosted server for all payroll, general ledger and several sub-ledger systems including utility billing. The landfill and parking tickets accounts receivable systems are on a virtual server.

Software

The City of Dubuque currently utilizes Tyler Technologies' Munis software as a service (SaaS) cloud-based solution for accounting and budget (live 7/1/2022), utility billing (live

8/1/2023), and payroll (3/17/2024). The City of Dubuque uses AIMS Parking Management Software developed by EDC Corporation for parking tickets. The City uses MRI for Section 8 and Emphasys for loans in Housing. AIMS software is run on a Windows 2019 server.

J. Internal Audit Function

The City of Dubuque does not maintain an internal audit function.

K. Availability of Prior Audit Reports

Prior years' (2017-2023) audit reports are available at the following link <https://www.cityofdubuque.org/Archive.asp?AMID=93> on the City of Dubuque website. The most recent DNASWA report is available at <https://www.dnaswa.org/221/>.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates pertinent to the submission of proposals:

Solicitation for proposals issued	September 30, 2024
Written questions deadline	October 22, 2024 (10:00 a.m.)
Final Responses to questions	October 25, 2024 (5:00 p.m.)
Due date for submitting proposals	October 29, 2024 (4:30 p.m.)

B. Anticipated Notification and Contract Dates

Firms notified of selection	November 8, 2024
Contract finalized by	November 30, 2024

C. Tentative Schedule for Audit

Fiscal Year 2024 audit fieldwork would need to be completed between January and April 2024. All workpapers, trial balance, and draft financial statements will be ready for auditors by January 2024.

We are open to negotiate dates of fieldwork for Fiscal Years 2025 and 2026.

Planning meeting	TBD
Preliminary fieldwork	TBD
Final PBC list due from auditors	TBD
Trial balance available	TBD
Draft financial statements available	TBD
Audit opinions due to the City	TBD

Informal conferences and progress reports may be requested occasionally throughout the audit process. Attendance by the auditor at the City Council meeting when the ACFR and management letter are approved is required.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, workpapers, journal entries, documentation and explanations. The preparation of confirmations will be the responsibility of the City.

In addition, clerical support will be made available to the audit firm for the preparation of routine letters and memoranda.

B. Electronic Data Processing (EDP) Assistance

EDP personnel will be available to provide systems documentation and explanations. The auditor will be provided access to the City of Dubuque's computer hardware and financial system software for inquiries and reports.

C. Work Area, Telephones, Internet, Multifunction Machine.

The City of Dubuque will provide the auditor adequate workspace and access to necessary telephone lines, internet, and multifunction machine. In addition, auditor access will be granted to the City's financial software.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Written Questions and Inquiries

Any inquiries concerning this proposal should be directed in email to:

Brian DeMoss
Finance Manager
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001-4805
bdemoss@cityofdubuque.org
phone: 563-589-4133

Final inquiries are due by October 22, 2024 at 10:00 a.m. All answers will be posted in the form of an addendum by October 25, 2024 at 5:00 p.m..

2. Submission of Proposals

The following material is required to be received October 29, 2024 (4:30 p.m.), for a proposing firm to be considered:

a. Proposal to include the following:

i. Title Page

Title page showing the RFP subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI. B. of this RFP.

v. Appendices

Executed copies of "Proposer Guarantee" and "Proposer Warranties," attached to this request for proposal (Appendix B and Appendix C).

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Dubuque in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

THERE SHOULD BE NO COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the RFP (excluding any cost information which should be included in the cost bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items Nos. 2 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Dubuque as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (1994 revision).

The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Dubuque as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors) professional relationships involving the City of Dubuque (or any of its component units or oversight units) for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall provide the City of Dubuque written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Iowa

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the state of Iowa.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, and the location of the office from which the work on this engagement is to be performed. Also, state the number and nature of the professional staff to be employed in this engagement on a full-time basis and a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary

action taken or pending against the firm during the past three (3) years with federal or state regulatory bodies or professional organizations.

Highlight activities in the governmental sector, including Special Designations, consulting, membership in government organizations and sponsorship of governmental CPEs.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Iowa. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years, listing courses completed and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Dubuque. However, in either case, the City of Dubuque retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of the City of Dubuque, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last three years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this

RFP. In developing the work plan, reference should be made to such sources of information as City of Dubuque's budget and related materials, the organizational chart, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
 - b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
 - c. Sample size and the extent to which statistical sampling is to be used in the engagement
 - d. Extent of use of EDP software in the engagement
 - e. Type and extent of analytical procedures to be used in the engagement
 - f. Approach to be taken to gain and document an understanding of the City of Dubuque's internal control structure
 - g. Approach to be taken in determining laws and regulations that will be subject to audit test work
 - h. Approach to be taken in drawing audit samples for purposes of tests of compliance
8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Dubuque.

C. Dollar Cost Bids

1. Total All-Inclusive Maximum Price

The dollar cost bids should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Dubuque will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bids.

The first page of the dollar cost bids should include the following information (See Appendix D, page 1):

- a. Name of Firm

- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bids, and authorized to sign a contract with the City of Dubuque.
 - c. A summary of all-inclusive price for each individual year of the engagement. Bid for audit with maximum four major programs plus additional cost for additional major programs, if any.
 - d. A total all-inclusive maximum price for the three (3) year engagement.
- 2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each.

Pages two (2) through six (6) of the dollar cost bids should include a schedule of professional fees and expenses that supports the total all-inclusive price for the 2024 fiscal year of the engagement and each of the two (2) subsequent fiscal years, presented in a format similar to Appendix D, page 2.

- 3. Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and reimbursement rates.

The total all-inclusive price should include all out-of-pocket expenses. This includes expenses for travel, lodging, meals, etc.

- 4. Rates for Additional Professional Services

If it should become necessary for the City of Dubuque to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City of Dubuque and the firm. Any such additional work agreed to between City of Dubuque and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

- 5. Manner of Payment

Progress payments will be made on the basis of requests of the audit firm. Interim billings shall cover periods of not less than a calendar month. The City will not pay more than ninety percent (90%) of a single year's fees before the delivery of the final auditors' opinion and reports requested by the Request for Proposal.

- 6. Tax-Exempt Entity

The City is a tax-exempt entity, thus taxes are not to be included in fee calculations.

VII. EVALUATION PROCEDURES

A. Audit Services Review Committee

Proposals submitted will be evaluated by an Audit Services Review Committee consisted of City employees.

B. Review of Proposals

The Audit Services Review Committee will use a point formula during the review process to score proposals. Each member of the Audit Services Review Committee will score each technical proposal by each of the criteria described in Section VII.C. below. The Audit Services Review Committee will determine a composite technical score for each firm, based on a combination of the individual scores. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the dollar cost bids will be added to the technical score based on the price bids. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

The City of Dubuque reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The laws of Iowa require that the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. All proposals become the property of the City of Dubuque and will not be returned to the offeror until award has been made if requested by offeree.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm (including subcontractors) is independent and licensed to practice in the state of Iowa.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Dubuque.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report, and the firm has a record of quality audit work.

2. Technical Qualifications: (Maximum Points - 75)

a. Expertise and Experience

- i. The firm's past experience and performance on comparable government engagements
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- iii. The firm's experience with federal and state financial assistance programs.

b. Audit Approach

- i. Adequacy of proposed staffing plan for various segments of the engagement
- ii. Adequacy of sampling techniques
- iii. Adequacy of analytical procedures

3. Price: (Maximum Points - 25)

Cost will not be the sole factor in the selection of an audit firm. The City retains the right to negotiate the price after an audit firm has been chosen. For purposes of scoring, the lowest cost proposal will be awarded the maximum 25 points, with each successively higher cost proposal assigned a proportionately lower point value.

D. Oral Presentations

During the evaluation process, the Audit Services Review Committee may request one or more firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Services Review Committee may have on a firm's proposal. All firms may not be asked to make oral presentations.

E. Final Selection

The City of Dubuque will select a firm based upon the recommendation of the Audit Services Review Committee. The recommendation of the committee will be subject to approval of the City Manager and City Council.

It is anticipated that a firm will be selected by November 8, 2024. Following notification of the firm selected, it is expected a contract will be executed between both parties by November 30, 2024.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Dubuque and the firm selected.

The City of Dubuque reserves the right without prejudice to reject any or all proposals in whole or in part, and to waive irregularities.

Thank you for your firm's interest in providing audit services to the City of Dubuque.

VIII. INSURANCE

The Selected firm, at its own expense, shall procure and maintain during the life of this contract, insurance limits and endorsements as shown in Appendix F.

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE:	Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC
SUMMARY:	City Manager recommending City Council approval of a collateral Assignment of the Development Agreement by and between the City of Dubuque and Metx, LLC for the rehabilitation of 1690 Elm Street, dated for reference October 12, 2017, as amended, in favor of Bankers Trust Company. RESOLUTION Approving City Consent To Collateral Assignment Of Development Agreement By And Between The City Of Dubuque, Iowa And Metx, LLC From Metx, LLC To Bankers Trust Company
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Collateral Assignment Agreement 4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

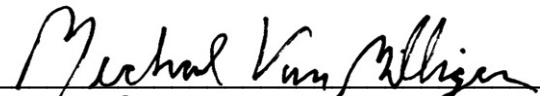
SUBJECT: Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC

DATE: October 16, 2024

Economic Development Director Jill Connors is recommending City Council approval of a collateral Assignment of the Development Agreement by and between the City of Dubuque and Metx, LLC for the rehabilitation of 1690 Elm Street, dated for reference October 12, 2017, as amended, in favor of Bankers Trust Company.

Metx, LLC has undertaken the rehabilitation of the property at 1690 Elm Street, creating a facility that has allowed the Crescent Community Health Center to expand its operations.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Collateral Assignment of Development Agreement By and Between the City of Dubuque and Metx, LLC

DATE: October 16, 2024

INTRODUCTION

The purpose of this memorandum is to request City Council approval of a collateral Assignment of the Development Agreement by and between the City of Dubuque and Metx, LLC for the rehabilitation of 1690 Elm Street, dated for reference October 12, 2017, as amended, in favor of Bankers Trust Company.

BACKGROUND

Metx, LLC has undertaken the rehabilitation of the property at 1690 Elm Street, creating a facility that has allowed the Crescent Community Health Center to expand its operations.

DISCUSSION

Metx, LLC is now refinancing the project and desires to assign the collateral of the development agreement, namely the tax increment financing rebates, to the lender, Bankers Trust Company.

The purpose of the collateral Assignment is to allow Bankers Trust Company to step into the shoes of Metx, LLC in the event of a default under the loan documents. In short, if such a default occurred, Bankers Trust Company could then acquire the property through enforcement of its rights under the loan documents and then would have the same rights as Metx, LLC under the Development Agreement.

The attached agreement is the City's consent to this collateral assignment.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the Assignment of the Development Agreement by and between the City of Dubuque and Metx, LLC in favor of Bankers Trust Company.

CONSENT OF CITY TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS CONSENT OF CITY TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (the “Consent”) is made as of October 14, 2024, by the City of Dubuque, Iowa (“City”), in favor of BANKERS TRUST COMPANY, an Iowa banking corporation (“Bank”).

RECITALS

- A. Pursuant to that certain Loan Agreement dated October 14, 2024 by and among METX, LLC, a Iowa limited liability company (the “Developer”), and Bank (collectively, the “Loan Agreement”), Bank has required that Developer assign, transfer and set over to Bank, and Developer has agreed to assign, transfer and set over to Bank, all right, title and interest of Developer in, to and under, among other collateral, the Development Agreement and the Grant Payments (as those terms are defined in that certain Collateral Assignment of Development Agreement, between Developer and Bank, a copy of which is attached hereto (the “Assignment”)) as a first priority security and collateral for the payment and performance by Developer of the Loan (as such term is defined in the Assignment) and all of Developer’s obligations under the documents entered by Developer in connection therewith.
- B. City, as a party to the Development Agreement, desires to consent to the Collateral Assignment of the Development Agreement and acknowledge that Bank is relying on this Consent in making the Loan to Developer.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, for the benefit of Bank and its successors and assigns, hereby:

- 1. Certifies a true, correct and complete copy of the Development Agreement entered into by Developer and City on October 12, 2017, which agreement was amended by that certain Amendment to Development Agreement entered into on October 21, 2019 by the City and Developer, and which was further amended by that certain 2nd Amendment to Development Agreement entered into on March 16, 2020 by the City and Developer (collectively, the “Development Agreement”), is attached hereto as Exhibit “A” and evidences the entire agreement between City and Developer with respect to the development of the Project (as defined in the Assignment). The Development Agreement has not otherwise been amended, supplemented or otherwise modified as of the date hereof.
- 2. Acknowledges that Developer is assigning and granting a security interest in all of Developer’s right, title and interest in and to the Development Agreement to Bank as further security for the Loan, including, any and all other Collateral rights related thereto.
- 3. Agrees that the assignment of the Development Agreement pursuant to the Assignment is expressly permitted and shall not constitute a Default or Event of Default under the Development Agreement.

4. Represents and warrants to Bank that: (i) the Development Agreement is currently in full force and effect; (ii) City has not given any notice of default to Developer; (iii) the Development Agreement constitutes the valid and binding agreement of City, enforceable in accordance with its terms; and (iv) City has the full authority under all applicable state and local laws and regulations, to perform all of its obligations under the Development Agreement.
5. States that it has no knowledge of any notice of any prior assignment, sale, hypothecation or pledge of Developer's interest under the Development Agreement.
6. Upon an Event of Default, agrees to make any future payments, including the Grant Payments, due to Developer under the Development Agreement, if any, to Bank. Upon the occurrence and continuation of any Event of Default, City shall issue payments to the Bank at the address set forth in Section 12, below, or if payment is made by wire transfer, the funds shall be wired to Bank by instructions given by Bank to City.
7. Upon receipt of demand of Bank during an Event of Default, agrees to yield to the direction of or action of Bank on behalf of Developer under the Development Agreement.
8. Agrees that unless Bank declares an Event of Default under the Loan Agreement and assumes the Developer's obligations under the Development Agreement, Bank neither assumes nor has any obligations to City to exercise Developer's rights as provided in the Assignment or to declare an Event of Default (as defined in the Assignment), but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Bank.
9. Represents that as it relates to the Project, it has no counterclaim, right of set-off, defense or like right against Developer except for those rights contained within the Development Agreement or provided at law.
10. Agrees that it will provide Bank with a copy of any notice of default required under the Development Agreement at the same time and in the same manner as it is to be provided to Developer pursuant to the Development Agreement, and that Bank shall have the right, but not the obligation, to cure any such default on behalf of Developer within the cure periods in favor of Developer set forth in the Development Agreement.
11. Agrees that it will not terminate any portion of the Development Agreement or cease to perform its obligations thereunder for any reason, including Developer's failure to make any payments to City, without giving written notice as provided in the Development Agreement and thirty (30) days' prior written notice to the Bank as is provided in this Consent to Bank of such intention to terminate or cease performing its obligations and allowing Bank to cure any defaults.
12. Agrees that all notices, requests and demands required hereunder or as may be desired to be given from one party to the other shall be in writing and shall be deemed to have been validly served, given or delivered upon the earlier of (a) personal delivery to the address set forth below, (b) in the case of electronic or facsimile transmission, when transmitted, and (c) in the case of mailed notice, three (3) days after deposit in the United States mail,

with proper postage for certified mail, return receipt requested, prepaid, or in the case of notice by Federal Express or other reputable overnight courier service, one (1) business day after delivery to such courier service when sent to the following addresses:

Each notice to Bank shall be addressed as follows:

Bankers Trust Company
453 7th Street
Des Moines, Iowa 50309
Attention: Erin Allen

With a copy to:

Bankers Trust Company
453 7th Street
Des Moines, Iowa 50309
Attention: Emily Stork, General Counsel

If to City:

City Manager
City of Dubuque, Iowa
50 W 13th Street
Dubuque, Iowa 52001

or at such other address as the party may designate in writing given to all other parties.

13. Agrees, upon request from Bank and at Bank's sole cost, to furnish Bank with copies of such information as Developer is entitled to receive under the Development Agreement.
14. Agrees the statements herein made shall be binding upon and inure to the benefit of City, its successors and permitted assigns, and shall be binding upon and inure to the benefit of Bank and Bank's successors and assigns.
15. Agrees the person executing this Consent on behalf of City is duly empowered to do so on behalf of City.
16. AGREES THIS CONSENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA, WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. ANY ACTION BROUGHT IN CONNECTION WITH THIS CONSENT SHALL BE BROUGHT IN THE IOWA FEDERAL OR STATE DISTRICT COURT SITTING IN POLK COUNTY, IOWA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CITY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION AND HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, SUBMITS TO PERSONAL

JURISDICTION AND VENUE OF SUCH IOWA COURTS AND AGREES NOT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM. NOTHING HEREIN SHALL AFFECT BANK'S RIGHT TO (I) COMMENCE LEGAL PROCEEDINGS OR OTHERWISE SUE CITY IN ANY OTHER COURT HAVING JURISDICTION OVER CITY; OR (II) SERVE PROCESS ON CITY IN ANY MANNER AUTHORIZED BY THE LAWS OF SUCH JURISDICTION, UNLESS CITY AND BANK HAVE AGREED OTHERWISE.

17. Agrees all terms not otherwise defined herein shall have the respective meanings given to such terms in the Assignment.
18. Agrees, upon termination or expiration of the Development Agreement or payment in full of the Loan by Developer, City's obligations under this Consent will terminate.

This Consent is executed by City, intending reliance hereon by Bank and its successors and assigns.

IN WITNESS WHEREOF, City, intending to be legally bound hereby, has executed this Consent as of the day and year above written.

[One Signature Page Follows]

CITY OF DUBUQUE, IOWA

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

EXHIBIT “A”

[ATTACH COPIES OF DEVELOPMENT AGREEMENT]

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563)
589-4105

Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-24

RESOLUTION APPROVING CITY CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND METX, LLC FROM METX, LLC TO BANKERS TRUST COMPANY

Whereas, The City of Dubuque, Iowa (City) and Metx, LLC (Developer) entered into a Development Agreement dated for reference purposes October 12, 2017, as amended (the Agreement); and

Whereas, the Agreement provides for certain rights and obligations for Developer; and

Whereas, Developer desires to assign its rights and obligations to Bankers Trust Company as collateral pursuant to the Collateral Assignment of Development Agreement attached hereto subject to City consent; and

Whereas, City, as a party to the Agreement, desires to consent to the Collateral Assignment of Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City consents to the attached Collateral Assignment of Development Agreement.

Section 2. The Mayor is hereby authorized and directed to sign the Consent of City to Collateral Assignment of Development Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 21st day of October, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Improvement Contracts / Performance, Payment, and Maintenance Bonds
SUMMARY:	Valentine Construction Co. for the Bunker Hill Golf Course Sinkhole Remediation Project; Peerless Well & Pump for the 2024 Well No. 7 Rehabilitation Project Phase 2.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Bunker Hill Golf Course Sinkhole Remediation Project
2. Well No. 7 Rehabilitation Project Phase 2

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

BUNKER HILL GOLF COURSE SINKHOLE REMEDIATION PROJECT

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 1st day of October, 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Valentine Construction Co. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the BUNKER HILL GOLF COURSE SINKHOLE REMEDIATION PROJECT (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages ____ to ____ , inclusive).
 - b. ____ (Bond Name) ____ (pages ____ to ____ , inclusive).
 - c. ____ (Bond Name) ____ (pages ____ to ____ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No. ____ through No. ____ (00 pages) or drawings consisting of sheets bearing the following general title: ALL

 12. Addenda (numbers 1 to 1 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).

16. Construction Schedule and Agreed Cost of Delay (Section 00800).
17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.
 - C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

- D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the

City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City

must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

N/A

Contractor

By:

Signature

Printed Name

Title

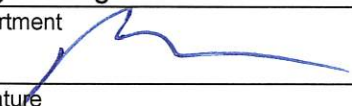
Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 35,975.40

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
10/3/24
Date

CONTRACTOR:

Valentine Construction Co.
Contractor
By: 
Signature
Samuel J Valentine
Printed Name
Owner
Title
10-01-2024
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Valentine Construction Co., as Principal (hereinafter the "Contractor" or "Principal") and Developers Surety and Indemnity Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Thirty-five thousand, nine hundred seventy-five dollars and forty cents (\$35,975.40), 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.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 1st day of October, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for BUNKER HILL GOLF COURSE SINKHOLE REMEDIATION PROJECT detail the following described improvements:

Project consists of constructing mitigation measures to excavate, seal off, and construct a reinforced concrete cap over the top of a lead mine sinkhole shaft located at 2200 Bunker Hill Road, in Dubuque, Iowa.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided

by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the 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 to be performed under the Contract Documents within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. 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 Owner 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 Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (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 Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor 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 Contract, in the Contract Documents, 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, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, 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 Contract and Contract Documents are hereby made a part of this Bond.

Project No.

Witness our hands, in triplicate, this 1st day of October, 2024.

SURETY COUNTERSIGNED BY:

Tina Bockholt
Signature of Agent

Tina Bockholt

Printed Name of Agent

3737 Woodland Ave. Suite 505

Company Address

West Des Moines, IA 50266

City, State, Zip Code

888-435-4191

Company Telephone Number

PRINCIPAL:

Valentine Construction Co.

Contractor

By: Samuel J Valentine
Signature

Samuel J Valentine
Printed Name

Title

FORM APPROVED BY:

[Signature]
Representative for Owner

SURETY:

Developers Surety and Indemnity Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Zach Matter

Printed Name of Attorney-in-Fact Officer

Zip Bonds, LLC

Company Name

3737 Woodland Ave. Suite 505

Company Address

West Des Moines, IA 50266

City, State, Zip Code

888-435-4191

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance 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 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.

==== END OF SECTION 00600 ====

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Shannon Cox, Jimmy Brown, Havilah Watson and Kamri Wolfe, of West Des Moines, IA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 11, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

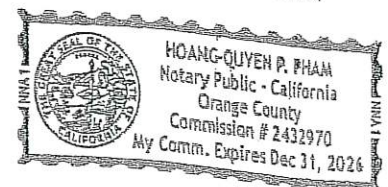
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

DocuSigned by:
By: Barry W Moses Barry W Moses, Assistant Secretary
686415E7ADE548C...

DocuSignEnvelopeID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No N/A

Signed and sealed this 1st day of October, 2024

Ed 0323

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500
2024 WELL NO. 7 REHABILITATION PROJECT PHASE 2

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 18th day of September 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Peerless Well & Pump (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 2024 Well No. 7 Rehabilitation Project Phase 2.
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. ~~Out-of-State Contractor Bond (Section 00610).~~
 6. ~~Other Bonds:~~
 - a. _____ (Bond Name) _____ (pages ____ to ____, inclusive).
 - b. _____ (Bond Name) _____ (pages ____ to ____, inclusive).
 - c. _____ (Bond Name) _____ (pages ____ to ____, inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2024 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings – Sheet No. 0 through No. 0 (00 pages) or drawings consisting of sheets bearing the following general title:

 12. Addenda (numbers 0 to 0 , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).

16. Construction Schedule and Agreed Cost of Delay (Section 00800).
17. Erosion Control Certificate (Section 00900).
- ~~18. Consent Decree (Section 01000).~~
19. Other Project Information and Permits (Section 01100).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20, inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. Contractor Background Information Form (Section 00471)
 - d. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. NA
 - ii. _____
 - iii. _____
 - e. None.
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. **INDEMNIFICATION FROM THIRD PARTY CLAIMS.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and

107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).

- B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, if applicable, and related labor requirements and regulations and the Federal Wage Determination for this Project.
- C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

CONSENT DECREE RELATING TO THE PROJECT

14. ☐ THIS CONTRACTOR IS PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☐ CITY ☐ CONTRACTOR

- ☒ THIS CONTRACTOR IS NOT PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any

manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

____Peerless Well & Pump____
Contractor
By: 
Signature
Scott Deyoung
Printed Name
President
Title
9/25/2024
Date

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 291,986.00 with an hourly rate of \$381.00/hr

CITY OF DUBUQUE, IOWA:

City Manager
Department
By: _____
Signature

Michael C Van Milligen
Printed Name

City Manager
Title

10/10/24
Date

CONTRACTOR:

Peerless Well & Pump
Contractor
By: _____
Signature

Scott DeYoung
Printed Name

President
Title

9/25/2024
Date

==== END OF SECTION 00500 ==

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Peerless Well & Pump, as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred and Ninety One Thousand, Nine Hundred and Eighty Six dollars (\$291,989.00), 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.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the ____ day of September, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Well No. 7 Rehabilitation -- Phase 2 Project detail the following described Improvements:

The city is bidding a stepped pumping drawdown test starting at 500gpm and ramping up in 250gpm or agreed to increments, up to 2000gpm, the original pump test from 1939 is included with these bidding documents. While the drawdown test is performed, the contractor will capture aquifer recovery/pumping depths to account for the optimal capacity of the aquifer. The contractor shall also measure sand content of the water pumped from the well. The city is requesting the contractor recommend the optimized flow discharge rate with the minimal amount of sand produced.

Following sediment removal, if Alternate No.1 is selected, and the pump test, the contractor is to provide a written summary and recommendation with estimated costs to complete the Improvements. The city and contractor will review the specified replacement pump and motor and confirm the pump and motor sizing based on the available capacity of the well, including establishing a pump depth, suitable sand prevention method, and create a future well maintenance schedule. The contractor shall provide the city with the lead times for replacement parts and materials, and a time of the essence installation and start-up of the new pump, set to an agreed to depth, with airline, sample port, and final specific capacity test.

The city has the original vertical turbine motor base with integrated pit less adaptor and access to 2300-volt electricity available. The contractor will be responsible for providing all needed equipment and appurtenances for the well pumping tests and installation of replacement pump, motor, column piping, sand separator, airline, sample port, and final pump testing prior to bringing the well back on-line and into service. This list may consist of but not be limited to well rig truck, electric motor, pump, column pipe, generator, if not 2300 volt, hose and sand containment. The original well pump was set

SECTION 00600

Page 2 of 5

at 280 feet below the Vertical Turbine Motor, the work to be completed should be up to a depth of 380 feet to account for possible lower water table in aquifer and future deeper pump set depths.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the 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 to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

SECTION 00600

Page 3 of 5

- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. 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 Owner 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 Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (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 Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall

SECTION 00600

Page 4 of 5

be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor 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 Contract, in the Contract Documents, 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, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, 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 Contract and Contract Documents are hereby made a part of this Bond.

Project No. 4281000006

Witness our hands, in triplicate, this 24th day of September, 2024.**SURETY COUNTERSIGNED BY:**

N/A

Signature of Agent

Printed Name of Agent

Company Address

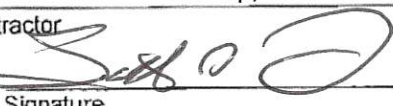
City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Peerless Well & Pump, Inc.

Contractor

By: 

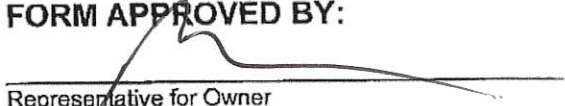
Signature

Scott De Young

Printed Name

President.

Title

FORM APPROVED BY:
Representative for Owner**SURETY:**

Old Republic Surety Company

Surety Company

By: 

Signature Attorney-in-Fact Officer

Connie Smith

Printed Name of Attorney-in-Fact Officer

J Ryan Bonding Inc.

Company Name

2920 Enloe St. STE 103

Company Address

Hudson, WI, 54016

City, State, Zip Code

(715)377-8230

Company Telephone Number

SECTION 00600

Page 5 of 5

NOTE:

1. All signatures on this performance, payment, and maintenance 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 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.

==== END OF SECTION 00600 ====



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

Signed and sealed at the City of Brookfield, WI this 24th day of September, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Civil Service Certified List - Police Officer
SUMMARY:	Civil Service Commission submitting the certified list for the position of Police Officer.
SUGGESTED DISPOSITION:	Receive and File; Make Matter of Record

ATTACHMENTS:

1. Executed Certified List_Uploaded 10.21.24
2. Certified List - Police Officer



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

October 2, 2024

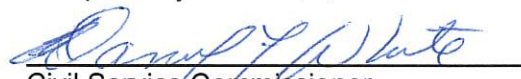
Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on September 21, 2024. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2025.

Police Officer

- | | |
|---------------------------------------|---------------------------------------|
| 1. Colton Bach – Transfer Score | 15. John Michel – Transfer Score |
| 2. Alyssa Barrantes – Transfer Score | 16. Jared Ostwinkle – Transfer Score |
| 3. Daniel Brimmer – Transfer Score | 17. Dalton Puccio |
| 4. Christopher Chase | 18. Andres Sanchez |
| 5. Davis DeMarais | 19. Kenneth Schrader – Transfer Score |
| 6. Sebastian Fox – Transfer Score | 20. Melissa Seaman – Transfer Score |
| 7. Brice Fundell | 21. Nicholas Smith |
| 8. Steven Jonas | 22. Derick Sweney |
| 9. Richard Kalpinski - Transfer Score | 23. Jaycob Thompson – Transfer Score |
| 10. Joseph Kimball | 24. Carson Vaske |
| 11. Theodore Kruse | 25. Alex Ward |
| 12. Marcus Leitzen – Transfer Score | 26. Drake Wedel |
| 13. Ella Link – Transfer Score | 27. Dave Weiss – Transfer Score |
| 14. Camerin McClain | 28. Braden Wink – Transfer Score |

Respectfully Submitted,


Civil Service Commissioner



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

October 2, 2024

Honorable Mayor and
Members of the City Council

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| 4. Christopher Chase | 18. Andres Sanchez |
| 5. Davis DeMarais | 19. Kenneth Schrader – Transfer Score |
| 6. Sebastian Fox – Transfer Score | 20. Melissa Seaman – Transfer Score |
| 7. Brice Fundell | 21. Nicholas Smith |
| 8. Steven Jonas | 22. Derick Sweney |
| 9. Richard Kalpinski - Transfer Score | 23. Jaycob Thompson – Transfer Score |
| 10. Joseph Kimball | 24. Carson Vaske |
| 11. Theodore Kruse | 25. Alex Ward |
| 12. Marcus Leitzen – Transfer Score | 26. Drake Wedel |
| 13. Ella Link – Transfer Score | 27. Dave Weiss – Transfer Score |
| 14. Camerin McClain | 28. Braden Wink – Transfer Score |

Respectfully Submitted,

Civil Service Commissioner

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	FY24 Justice Assistance Grant (JAG) Application
SUMMARY:	City Manager recommending City Council approval to apply for the FY24 Justice Assistance Grant (JAG), complete the award documents, and submission by the Police Department.
SUGGESTED DISPOSITION:	Receive and File; Approve

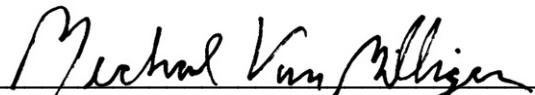
ATTACHMENTS:

1. MVM Memo
2. Memo to City Manager - 2024 JAG Grant Application 101524
3. MOU 2024 JAG Grant (part 1) - signed
4. FY 2024 Edward Byrne Justice Assistance Grant Program Local Solicitation_ Certifications and Assurances by the Chief Executive o

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: FY24 Justice Assistance Grant (JAG) Application
DATE: October 15, 2024

Chief of Police Jeremy Jensen is recommending City Council approval to apply for the FY24 Justice Assistance Grant (JAG), complete the award documents, and submission by the Police Department. The grant amount is \$28,840 and requires no cash match. The grant funding period ends September 30, 2025, with the funds generally available in December of the award year.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police



MEMORANDUM

October 15, 2024

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: FY24 Justice Assistance Grant (JAG) Application

INTRODUCTION:

The purpose of this memorandum is to request City Council approval to apply for the FY24 Justice Assistance Grant (JAG). The grant amount is \$28,840 and requires no cash match. The grant funding period ends September 30, 2025, with the funds generally available in December of the award year.

BACKGROUND:

Since at least 2007, the police department has participated with the Edward Byrne Memorial Justice Assistance Grant allowing the department to obtain overtime funds, equipment, and supplies for various prevention and enforcement activities not covered through the regular budget. Again this year, the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

The purpose of the Edward Byrne Memorial Justice Assistance Grant is to assist local units of government with grant funds for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

- Law Enforcement Programs
- Prosecution and Court Programs
- Prevention and Education Programs
- Corrections and Community Corrections Programs
- Drug Treatment and Enforcement Programs
- Planning, Evaluation, and Technology Improvement Programs
- Crime Victim and Witness Programs (other than compensation)

DISCUSSION:

The Police Department has been notified by the Justice Assistance grant that we are approved to apply for the amount of \$28,840, with the award pending final approval and disbursement from the Department of Justice.

The JAG grant requires a Memorandum of Understanding between the City and the County.

:

To accept the award and associated funds, we are instructed to complete the following:

- Memorandum of Understanding between the City and the County
- Certificate and Assurance by the Chief Executive

Upon completion of these (included with this memo), the items can be returned to the police department for submission.

RECOMMENDATION:

I am requesting the City Council to approve the application for the FY24 Justice Assistance Grant in the amount of \$28,840, complete the award documents and return to the Police Department for submission.

THE STATE OF IOWA
COUNTY OF DUBUQUE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DUBUQUE, IOWA, AND COUNTY OF DUBUQUE

2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 7th day of October, by and between the COUNTY of DUBUQUE, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of DUBUQUE, acting by through its governing body, the City Council, hereinafter referred to as CITY, both of Dubuque County, State of Iowa, witnesseth:

WHEREAS, the CITY is part of a disparate jurisdiction which includes the COUNTY: and

WHEREAS, the CITY is the fiscal agent for 2024 JAG grant funds, with joint allocation funds awarded to the disparate jurisdiction which includes both the CITY and the COUNTY: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing part for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$0 from the 2024 JAG award for the Dubuque 2024 Law Enforcement, Prevention, Investigative, and Tactical Response Project: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds OF \$28,840.00 as per the 2024 Iowa Local JAG Allocations in support of the Municipal program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1

CITY agrees to pay COUNTY a total of \$0 of JAG funds.

Section 2

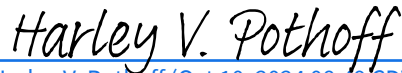
CITY agrees to use \$28,840.00 for the Dubuque 2024 Law Enforcement, Prevention, Investigative, and Tactical Response Project.

Section 3

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto:

CITY OF DUBUQUE, IOWA

COUNTY OF DUBUQUE, IOWA



Harley V. Pothoff (Oct 10, 2024 08:49 CDT)

Brad M. Cavanagh
Mayor, City of Dubuque

Harley Pothoff
Dubuque County Supervisor



Ami Johnson (Oct 10, 2024 08:20 CDT)

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

**City of Dubuque
City Council**

CONSENT ITEMS # 18.

ITEM TITLE: Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award

SUMMARY: City Manager recommending City Council accept the FY24 Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department in the amount of \$118,062.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. LEMHWA Grant Acceptance Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

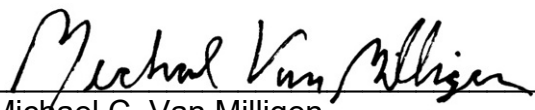
SUBJECT: Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award

DATE: October 17, 2024

Assistant Chief of Police Joe Messerich is recommending City Council accept the FY24 Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department in the amount of \$118,062.

This grant award will fund annual officer wellness check-ins for every sworn member of the department and increase training for our officers (and those who support them) in the areas of mental health and resiliency for two years and will also fund a local training event/seminar for area law enforcement and their families on brain health and resiliency topics once a year for two years. Additionally, this grant will fund enhanced training for DUPD's Peer Support Team, Law Enforcement Chaplains, and Dr. Keedy and Ottavi.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Joe Messerich, Assistant Chief of Police

TO: Michael C. Van Milligen, City Manager
FROM: Assistant Chief Joe Messerich
SUBJECT: Acceptance of the FY24 Law Enforcement Mental Health and Wellness Act Grant Award
DATE: 10/10/24

INTRODUCTION

The purpose of this memorandum is to request the Law Enforcement Mental Health and Wellness Act grant awarded to the City of Dubuque/Dubuque Police Department be accepted.

BACKGROUND:

Law Enforcement Mental Health and Wellness Act (LEMHWA) funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. LEMHWA grant projects aim to support state, local, tribal, or territorial law enforcement agencies seeking to implement new or enhance existing programs that offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and support services for officers and their families. This grant program is administered by the U.S. Department of Justice, Office of Community Oriented Policing Services.

DISCUSSION

The Dubuque Police Department (DUPD) applied for the LEMHWA grant on April 30th, 2024. DUPD recently received notice that the grant application was successful, and the department was awarded \$118,062.

This grant award will fund annual officer wellness check-ins for every sworn member of the department and increase training for our officers (and those who support them) in the areas of mental health and resiliency for two years.

Dr. Keedy and Dr. Ottavi from the Medical Associates Clinics Department of Psychiatry and Psychology will provide one annual check-in with all sworn DPD staff. Each annual wellness check-in will entail a confidential visit lasting up to 55 minutes between each officer in the Dubuque Police Department and a licensed psychologist experienced with first responders and occupational resilience. Wellness checks will focus on how each officer is identifying and coping with the stressors involved in their work in law enforcement. The officer and psychologist will collaboratively determine areas in which the officer may benefit from additional strategies to promote healthy coping and emotional wellness. Officers will be provided with research-supported and relevant psychoeducational information and resources to consult (e.g., handouts, apps, books,

etc.). If an officer expressed a desire to seek psychotherapeutic services, they would be provided multiple referral options.

This grant will fund a local training event/seminar for area law enforcement and their families on brain health and resiliency topics once a year for two years. Additionally, this grant will fund enhanced training for DUPD's Peer Support Team, Law Enforcement Chaplains, and Dr. Keedy and Ottavi.

GOAL(S) & PRIORITIES ADDRESSED

- Goal - Vibrant Community: Healthy and Safe
- Goal - Financially Responsible, High Performance City Organization: Sustainable, Equitable and Effective Service Delivery
- Top Priorities - Police Department Staffing and Hiring

RECOMMENDATION:

The Dubuque Police Department will receive funding in support of officer wellness check-ins and training to support officer mental health and resiliency in the amount of \$118,062. I recommend City Council accept the award amount. Contracts will be issued at a later date.

ACTION REQUESTED:

City Council acceptance of \$118,062 as a recipient of the FY24 Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant.

CC: Jeremy Jensen

JM/sm

**City of Dubuque
City Council**

CONSENT ITEMS # 19.

ITEM TITLE:	Tobacco Compliance Settlement Agreements
SUMMARY:	City Manager recommending City Council approval of the following Tobacco Compliance Settlement Agreements and authorize the mayor to sign the agreements: BP Fuel, 1450 Loras Blvd; Kwik Stop #325, 1210 East 16th Street; Kwik Stop #84, 2335 University Ave; Caseys, 4003 Peru Road; Pink Clouds Smoke Shop, 3301 Pennsylvania Ave; Moondog Music, 806 Wacker Dr; A&M Trading, 1620 JFK Rd; Hartig Drug, 2255 Central Ave; Botanicanna, 55 JFK Rd; EZ Stop II, 700 Rhomberg.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Tobacco Compliance with Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Tobacco Compliance Settlement Agreements

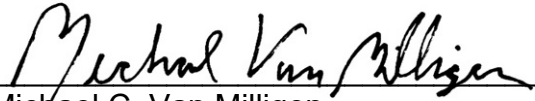
DATE: October 17, 2024

Chief of Police Jeremy Jensen is recommending City Council approval of the following Tobacco Compliance Settlement Agreements and authorize the mayor to sign the agreements.

Retailer	Address	Violation Date
BP Fuel	1450 Loras Blvd	02/29/2024-1 st Violation
Kwik Stop #325	1210 East 16th Street	02/10/2024-1 st Violation
Kwik Stop #84	2335 University Ave	02/10/2024-1 st Violation
Caseys	4003 Peru Road	02/24/2024-2 nd Violation
Pink Clouds Smoke Shop	3301 Pennsylvania Ave	03/09/2024-2 nd Violation
Moondog Music	806 Wacker Dr	06/28/2024-2 nd Violation
A&M Trading	1620 JFK Rd	06/28/2024-1 st Violation
Hartig Drug	2255 Central Ave	06/29/2024-1 st Violation
Botanicanna	55 JFK Rd	06/29/2024-1 st Violation
EZ Stop II	700 Rhomberg	09/02/2024-1 st Violation

The Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. BP Fuel, Kwik Stop #325, Kwik Stop #84, Hartig Drug, Botanicanna, A&M Trading, and EZ Stop II have agreed to a \$300 find (1st Violation). Caseys, Pink Cloud Smoke Shop, and Moondog Music have agreed to a \$1,500 find (2nd Violation). The Businesses listed above have submitted payment to the Police Department.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police

October 07, 2024

To: Michael C Van Milligan
City Manager

From: Jeremy Jensen 
Chief of Police

Re: Tobacco Compliance Settlement Agreements

INTRODUCTION

This memo will detail the Tobacco Compliance settlement between the City of Dubuque and the following retailers:

Retailer	Address	Violation Date
BP Fuel	1450 Loras Blvd	02/09/2024-1 st Violation
Kwik Stop #325	1210 East 16 th St	02/10/2024-1 st Violation
Kwik Stop #84	2335 University Ave	02/10/2024-1 st Violation
Caseys	4003 Peru Road	02/24/2024-2 nd Violation
Pink Clouds Smoke Shop	3301 Pennsylvania Ave	03/09/2024-2 nd Violation
Moondog Music	806 Wacker Dr	06/28/2024-2 nd Violation
A&M Trading	1620 JFK Rd	06/28/2024-1 st Violation
Hartig Drug	2255 Central Ave	06/29/2024-1 st Violation
Botanicanna	55 JFLK Rd	06/29/2024-1 st Violation
EZ Stop II	700 Rhomberg	09/02/2024-1 st Violation

BACKGROUND

The Retailers have at tobacco license for their establishment in the city of Dubuque. The Dubuque Police Department conducted tobacco compliance checks, and the employees

sold nicotine-based tobacco products, which is governed under Iowa's tobacco laws, to underage youth compliance monitors.

The Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. BP Fuel, Kwik Stop #325, Kwik Stop #84, Hartig Drug, Botanicanna, A&M Trading, and EZ Stop II have agreed to a \$300 fine (1st Violation). Caseys, Pink Cloud Smoke Shop, and Moondog Music have agreed to a \$1500 fine (2nd Violations). The businesses listed above have submitted payment to the Police Department.

CONCLUSION & RECOMMENDATION

The city Legal Department and the Police Department have reviewed the agreement and concur with the requirements.

ACTION REQUESTED

City Manager review, City Council Approve, and Mayor Cavanagh signature of the attached Acknowledgement/Settlement Agreement.

cc: Crenna Brumwell

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: BP Fuel
1450 Loras Blvd.
Dubuque, IA 52001

I, FRANCIS GILL, on behalf of BP Fuel, hereby knowingly and voluntarily acknowledge that:

- a) BP Fuel received the notice regarding the above referenced case.
- b) BP Fuel admits that the facts and allegations are true and correct.
- c) BP Fuel waives a hearing and submits to the statutory penalties prescribed by law.
- d) BP Fuel understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

BP Fuel has a tobacco permit for 1450 Loras Blvd. Violation of the tobacco permit occurred as follows:

Violation Date
February 9, 2024

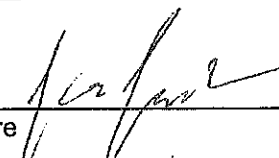
Violation Type
Tobacco Violation

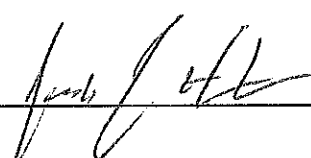
Violation Number
1st Violation

Under the foregoing Iowa Code provisions, BP Fuel is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, «Business_Name» accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

BP Fuel


Signature
FRANCIS GILL
Name – Please Print
8-29-2024
Date


Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by BP Fuel to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breittfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Kwik Stop #325
1210 East 16th Street
Dubuque, IA 52001

I, Heather Hamm, on behalf of Kwik Stop #325, hereby knowingly and voluntarily acknowledge that:

- a) Kwik Stop #325 received the notice regarding the above referenced case.
- b) Kwik Stop #325 admits that the facts and allegations are true and correct.
- c) Kwik Stop #325 waives a hearing and submits to the statutory penalties prescribed by law.
- d) Kwik Stop #325 understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Kwik Stop #325 has a tobacco permit for 1210 East 16th. Violation of the tobacco permit occurred as follows:

Violation Date
February 10, 2024

Violation Type
Tobacco Violation

Violation Number
1st Violation

Under the foregoing Iowa Code provisions, Kwik Stop #325 is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, Kwik Stop #325 accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

Kwik Stop #325

Heather Hamm
Signature

Heather Hamm
Name – Please Print

9/16/24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Kwik Stop #325 to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Kwik Stop #84
2335 University Avenue
Dubuque, IA 52001

I, Heather Hamm, on behalf of Kwik Stop #84, hereby knowingly and voluntarily acknowledge that:

- a) Kwik Stop #84 received the notice regarding the above referenced case.
- b) Kwik Stop #84 admits that the facts and allegations are true and correct.
- c) Kwik Stop #84 waives a hearing and submits to the statutory penalties prescribed by law.
- d) Kwik Stop #84 understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Kwik Stop #84 has a tobacco permit for 2335 University Avenue. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
February 10, 2024	Tobacco Violation	1 st Violation

Under the foregoing Iowa Code provisions, Kwik Stop #84 is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, Kwik Stop #84 accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

Kwik Stop #84

Heather Hamm
Signature

Heather Hamm
Name – Please Print

9/16/24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Kwik Stop #84 to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20 ____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: Casey's
4003 Peru Road
Dubuque, IA 52001

I, _____, on behalf of Casey's, hereby knowingly and voluntarily acknowledge that:

- a) Casey's received the notice regarding the above referenced case.
- b) Casey's admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.
- c) Casey's waives a hearing and submits to the statutory penalties prescribed by law.
- d) Casey's understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Casey's has a tobacco permit for 4003 Peru Road. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
May 25, 2023	Tobacco Violation	1 st Violation
February 9, 2024	Tobacco Violation	2 nd Violation

Under the foregoing Iowa Code provisions, Casey's is subject to the following:

- 1) A one thousand five hundred dollar (\$1,500) fine

OR

- 2) A thirty (30) day suspension of the tobacco permit.

In accordance with Iowa Code §805.8C, Casey's chooses one of the following penalties:

- ☐ One thousand five hundred dollar (\$1,500) fine
- ☐ Thirty (30) day tobacco permit suspension

Casey's

DocuSigned by:

James Skloda

Signature

Signature

James S. Skloda, Assistant General Counsel

Name – Please Print

Name – Please Print

8/2/2024

Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Casey's to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breittfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: Pink Clouds Smoke Shop
3301 Pennsylvania Avenue
Dubuque, IA 52001

I, Aftab Afidi, on behalf of Pink Clouds Smoke Shop, hereby knowingly and voluntarily acknowledge that:

- a) Pink Clouds Smoke Shop received the notice regarding the above referenced case.
- b) Pink Clouds Smoke Shop admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.
- c) Pink Clouds Smoke Shop waives a hearing and submits to the statutory penalties prescribed by law.
- d) Pink Clouds Smoke Shop understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Pink Clouds Smoke Shop has a tobacco permit for 3301 Pennsylvania Avenue. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
June 29, 2023	Tobacco Violation	1 st Violation
February 9, 2024	Tobacco Violation	2 nd Violation

Under the foregoing Iowa Code provisions, Pink Clouds Smoke Shop is subject to the following:

① A one thousand five hundred dollar (\$1,500) fine ✓

OR

2) A thirty (30) day suspension of the tobacco permit.

In accordance with Iowa Code §805.8C, Pink Clouds Smoke Shop chooses one of the following penalties:

☒ One thousand five hundred dollar (\$1,500) fine ✓

☐ Thirty (30) day tobacco permit suspension

Pink Clouds Smoke Shop

Signature

Signature

Atlab Afidi
Name – Please Print

Name – Please Print

8/6/24
Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Pink Clouds Smoke Shop to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: Moondog Music
806 Wacker Drive
Dubuque, IA 52001

I, DAVID B. HERINGTON on behalf of Moondog Music, hereby knowingly and voluntarily acknowledge that:

- a) Moondog Music received the notice regarding the above referenced case.
- b) Moondog Music admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.
- c) Moondog Music waives a hearing and submits to the statutory penalties prescribed by law.
- d) Moondog Music understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Moondog Music has a tobacco permit for 806 Wacker Drive. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
June 29, 2023	Tobacco Violation	1 st Violation
June 28, 2024	Tobacco Violation	2 nd Violation

Under the foregoing Iowa Code provisions, Moondog Music is subject to the following:

- 1) A one thousand five-hundred-dollar (\$1,500) fine

OR

- 2) A thirty (30) day suspension of the tobacco permit.

In accordance with Iowa Code §805.8C, Moondog Music chooses one of the following penalties:

- ☐ One thousand five hundred dollar (\$1,500) fine
- ☐ Thirty (30) day tobacco permit suspension

Moondog Music

David B. Herington
Signature

DAVID B. HERINGTON
Name – Please Print

8/13/24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Moondog Music to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: A&M Trading
1620 JFK Road
Dubuque, IA 52001

I, Daniel Tangeri, on behalf of A&M Trading, hereby knowingly and voluntarily acknowledge that:

- a) A&M Trading received the notice regarding the above referenced case.
- b) A&M Trading admits that the facts and allegations are true and correct.
- c) A&M Trading waives a hearing and submits to the statutory penalties prescribed by law.
- d) A&M Trading understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

A&M Trading has a tobacco permit for 1620 JFK Road. Violation of the tobacco permit occurred as follows:

Violation Date
June 28, 2024

Violation Type
Tobacco Violation

Violation Number
1st Violation

Under the foregoing Iowa Code provisions, A&M Trading is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, A&M Trading accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

A&M Trading

Daniel Tangeri
Signature

Daniel Tangeri
Name – Please Print

10-3-24
Date

10-3-24
Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by A&M Trading to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breittfelder, City Clerk

DUBUQUE POLICE DEPARTMENT

Receipt No: 26759

Date: October 3, 2024

Check No: _____

Paid By: DANIEL TANGERI

Amount: \$300.00
Cash

For MISCELLANEOUS

Tobacco Compliance - 1st Offense \$300.00 [10/03/2024 14:24,
SMARIMAN, 440, DUPD]

By: MARIMAN, SUSAN L
Officer

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Hartig Drug
2255 Central Avenue
Dubuque, IA 52001

I, John Meyer, on behalf of Hartig Drug, hereby knowingly and voluntarily acknowledge that:

- a) Hartig Drug received the notice regarding the above referenced case.
- b) Hartig Drug admits that the facts and allegations are true and correct.
- c) Hartig Drug waives a hearing and submits to the statutory penalties prescribed by law.
- d) Hartig Drug understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Hartig Drug has a tobacco permit for 2255 Central Avenue. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
June 29, 2024	Tobacco Violation	1 st Violation

Under the foregoing Iowa Code provisions, Hartig Drug is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, Hartig Drug accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

Hartig Drug


Signature

John G. Meyer
Name – Please Print

8-9-24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Hartig Drug to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Botanica
555 JFK Road
Dubuque, IA 52001

I, Ashlee Bainbridge on behalf of Botanica, hereby knowingly and voluntarily acknowledge that:

- a) Botanica received the notice regarding the above referenced case.
- b) Botanica admits that the facts and allegations are true and correct.
- c) Botanica waives a hearing and submits to the statutory penalties prescribed by law.
- d) Botanica understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Botanica has a tobacco permit for 555 JFK Road. Violation of the tobacco permit occurred as follows:

Violation Date
June 29, 2024

Violation Type
Tobacco Violation

Violation Number
1st Violation

Under the foregoing Iowa Code provisions, Botanica is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, Botanica accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

Botanica

Ashlee B
Signature

Ashlee Bainbridge
Name – Please Print

7/31/24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Botanicanna to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: EZ Stop II
700 Rhomberg Avenue
Dubuque, IA 52001

I, NKOLE KABONGO, on behalf of EZ Stop II, hereby knowingly and voluntarily acknowledge that:

- a) EZ Stop II received the notice regarding the above-referenced case.
- b) EZ Stop II admits that the facts and allegations are true and correct.
- c) EZ Stop II waives a hearing and submits to the statutory penalties prescribed by law.
- d) EZ Stop II understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

EZ Stop II has a tobacco permit for 700 Rhomberg Avenue. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
February 9, 2024	Tobacco Violation	1 st Violation

Under the foregoing Iowa Code provisions, EZ Stop II is subject to a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, EZ Stop II accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

EZ Stop II


Signature

NKOLE KABONGO
Name – Please Print

8-21-24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by EZ Stop II to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 20.

ITEM TITLE: Approval of Retail Alcohol Licenses

SUMMARY: City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Police Memo
3. City Clerk's Office Memo
4. Class E Memo Updated_Uploaded 10.21.24
5. Class E Memo
6. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

- Aldi's 81, 2596 Dodge St
- Aldi's 30, 2160 Holliday Dr
- Barrel House Dubuque, 299 Main St.
- Baraboo's on Main, 345 Main St.
- Canfield Hotel (formerly Rainbow Lounge), 36 West 4th St
- Carlo's O'Kelly Mexican Café, 1355 Associates Dr.
- Dimensional Brewing Company, 67 Main St.
- Dusty 's Doghouse Lounge, 1646 Asbury Rd.
- Europa Haus & Bierstube, 1301 Rhomberg
- Fast Freddy's, 3130 Jackson St.
- Happy Joe's Pizza, 855 Century Dr.
- HuHot Mongolian Grill, 555 JFK Rd.
- I'm On Arena, 1800 Admiral Sheehy Dr.
- Jumper's, 2600 Dodge St.
- Knickers Saloon, 2186 Central Ave.
- Kwik Stop #858, 3340 JFK Road
- Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200
- Loras College Athletic Center, 1600 Loras College Parkway
- Wicked Dam, 214 W. 1st St.
- Yen Ching, 926 Main St.

New Applications

- Dubuque Fine Liquor & Tobacco, 2196 White St.

Special Events

- The Som - 10/26/24 to 10/30/24, Eagle Point Park, 2601 Shiras Ave.
- Gary Dolphins Bar - 11/9/24 to 11/13/24, 333 East 10th St.

Provisional Issuances

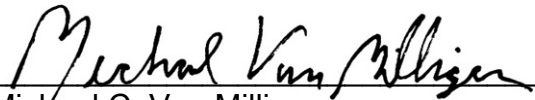
- Dubuque Jaycees Millwork Night Market - 10/6/24 to 10/10/24, East 7th to 9th & Jackson St + East 8th to Elm St.

DATE: October 15, 2024

Chief of Police Jeremy Jensen is recommending approval of the Retail Alcohol License renewals for: Aldi's 81, 2596 Dodge St, Aldi's 30, 2160 Holliday Dr., Barrel House Dubuque, 299 Main St. Baraboo's on Main, 345 Main St. Canfield Hotel (formerly

Rainbow Lounge), 36 West 4th St., Carlo's O'Kelly Mexican Café, 1355 Associates Dr., Dimensional Brewing Company, 67 Main St., Dusty 's Doghouse Lounge, 1646 Asbury Rd., Europa Haus & Bierstube, 1301 Rhomberg Ave., Fast Freddy's, 3130 Jackson St., Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena, 1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St. Knickers Saloon, 2186 Central Ave., Kwik Stop #858, 3340 JFK Road., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200, Loras College Athletic Center, 1600 Loras College Parkway. Wicked Dam, 214 W. 1st St., Yen Ching, 926 Main St., and City Clerk Adrienne Breitfelder is recommending approval of the New Applications for Dubuque Fine Liquor & Tobacco, 2196 White St.; Special Events: The Som - 10/26/24 to 10/30/24, Eagle Point Park, 2601 Shiras Ave.; Gary Dolphins Bar - 11/9/24 to 11/13/24, 333 East 10th St; and Provisional Issuances for: Dubuque Jaycees Millwork Night Market - 10/6/24 to 10/10/24, East 7th to 9th & Jackson St + East 8th to Elm St.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: October 01, 2024

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Aldi's 81, 2596 Dodge St
- Aldi's 30, 2160 Holliday Dr
- Barrel House Dubuque, 299 Main St.
- Baraboo's on Main, 345 Main St.
- Canfield Hotel (formerly Rainbow Lounge), 36 West 4th St
- Carlo's O'Kelly Mexican Café, 1355 Associates Dr.
- Dimensional Brewing Company, 67 Main St.
- Dusty 's Doghouse Lounge, 1646 Asbury Rd.
- Europa Haus & Bierstube, 1301 Rhomberg
- Fast Freddy's, 3130 Jackson St.
- Happy Joe's Pizza, 855 Century Dr.
- HuHot Mongolian Grill, 555 JFK Rd.
- I'm On Arena, 1800 Admiral Sheehy Dr.
- Jumper's, 2600 Dodge St.
- Knickers Saloon, 2186 Central Ave.
- Kwik Stop #858, 3340 JFK Road
- Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200
- Loras College Athletic Center, 1600 Loras College Parkway
- Wicked Dam, 214 W. 1st St.
- Yen Ching, 926 Main St.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Aldi's 81, 2596 Dodge St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Aldi's 30, 2160 Holliday Dr

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 2 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

2024-003916	Theft-Police Report Taken
2024-003765	Theft-Police Report Taken

Barrel House Dubuque, 299 Main St

Since the last renewal date there have been 1 call for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

2024-006346	Disturbance, Interfering w/Official Acts & Public Intox-Arrest
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Baraboo's on Main, 345 Main St.

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

Canfield Hotel (formerly Rainbow Lounge), 36 West 4th St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

Carlo's O'Kelly Mexican Café, 1355 Associates Dr.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Dimensional Brewing Company, 67 Main St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Dusty 's Doghouse Lounge, 1646 Asbury Rd.

Since the last renewal date there have been 3 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

2023-008004	Disturbance-Warrant
2023-008635	Assault-Police Report Taken
2024-006145	Theft-Warrant

Europa Haus & Bierstube, 1301 Rhomberg

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Fast Freddy's, 3130 Jackson St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Happy Joe's Pizza, 855 Century Dr.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

HuHot Mongolian Grill, 555 JFK Rd.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business

I'm On Arena, 1800 Admiral Sheehy Dr.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Jumper's, 2600 Dodge St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Knickers Saloon, 2186 Central Ave.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Kwik Stop #858, 3340 JFK Road

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Loras College Athletic Center, 1600 Loras College Parkway

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Wicked Dam, 214 W. 1st St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Yen Ching, 926 Main St.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

2024-004390	Public Intox, Possession of a Controlled Substance-Arrest
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RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Aldi's 81, 2596 Dodge St, Aldi's 30, 2160 Holliday Dr., Barrel House Dubuque, 299 Main St. Baraboo's on Main, 345 Main St. Canfield Hotel (formerly Rainbow Lounge), 36 West 4th St., Carlo's O'Kelly Mexican Café, 1355 Associates Dr., Dimensional Brewing Company, 67 Main St., Dusty 's Doghouse Lounge, 1646 Asbury Rd., Europa Haus & Bierstube, 1301 Rhomberg Ave., Fast Freddy's, 3130 Jackson St., Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena, 1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St. Knickers Saloon, 2186 Central Ave., Kwik Stop #858, 3340 JFK Road., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200, Loras College Athletic Center, 1600 Loras College Parkway. Wicked Dam, 214 W. 1st St., Yen Ching, 926 Main St.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license. renewals for: Aldi's 81, 2596 Dodge St, Aldi's 30, 2160 Holliday Dr., Barrel House Dubuque, 299 Main St. Baraboo's on Main, 345 Main St. Canfield Hotel (formerly Rainbow Lounge), 36 West 4th St., Carlo's O'Kelly Mexican Café, 1355 Associates Dr., Dimensional Brewing Company, 67 Main St., Dusty 's Doghouse Lounge, 1646 Asbury Rd., Europa Haus & Bierstube, 1301 Rhomberg Ave., Fast Freddy's, 3130 Jackson St., Happy Joe's Pizza, 855 Century Dr., HuHot Mongolian Grill, 555 JFK Rd., I'm On Arena, 1800 Admiral Sheehy Dr., Jumper's, 2600 Dodge St. Knickers Saloon, 2186 Central Ave., Kwik Stop #858, 3340 JFK Road., Lina's Thai Bistro Lounge, 2055 Holliday Dr. Suite #200, Loras College Athletic Center, 1600 Loras College Parkway. Wicked Dam, 214 W. 1st St., Yen Ching, 926 Main St.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: October 10, 2024

SUBJECT: Retail Alcohol License Approvals for the following:
New Applications:

- Dubuque Fine Liquor & Tobacco, 2196 White St.

Special Events:

- The Som - 10/26/24 to 10/30/24, Eagle Point Park, 2601 Shiras Ave.
- Gary Dolphins Bar - 11/9/24 to 11/13/24, 333 East 10th St.

Provisional Issuances:

- Dubuque Jaycees Millwork Night Market - 10/6/24 to 10/10/24, East 7th to 9th & Jackson St + East 8th to Elm St.

INTRODUCTION

The purpose of this memorandum is to recommend approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require that a retail alcohol license be obtained to sell beer, wine, or alcoholic liquor in the city. Applications and licenses are issued by the Iowa Alcohol Beverage Division (ABD) in conjunction with cities, who are defined as the local authority in State Code Chapter 123 on alcoholic beverage control. The City Clerk's Office is the local authority for City of Dubuque retail alcohol license applications and therefore processes each application on behalf of the city. per City Code §4-2B-9, City Council action is required on all retail alcohol license applications before the application is forwarded to the Iowa ABD for further action.

DISCUSSION

The City Clerk's Office submits recommendations for approval of all new and additional privilege retail alcohol license applications. New applications include special events; however, the City Clerk's Office indicates special events separately in memos and resolutions for prompt reference. Additionally, per City Code §4-2B-9, the City Clerk's Office is authorized to issue provisional approval for new and renewal applications for liquor, beer, and wine licenses and permits prior to regularly scheduled City Council meetings when the applicants have met all of the application and inspection provisions of the city and state codes. The City Clerk's Office issues provisional approval to applicants when approval is deemed necessary prior to a regularly scheduled City Council meeting. All provisional approvals are placed on the next regularly scheduled City Council

Agenda for review and either approval or revocation by the City Council. The above noted applications have fulfilled all pertinent application and inspection provisions set forth in city and state codes.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications and details their annual calls for service on each establishment.

RECOMMENDATION

I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief
Trish Gleason, Assistant City Clerk

TO: Mayor Brad M. Cavanagh and Members of the City Council

FROM: Adrienne N. Breitsfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: October 10, 2024

§123.35 of the Code of Iowa details the renewal process for Class "E" Retail Alcohol Licenses as follows:

123.35 Expiration of licenses, permits, and certificates of compliance – automatic renewals.

....

2. Notwithstanding section 123.31 and any other provision of this chapter to the contrary, a class "E" retail alcohol license shall automatically renew without the endorsement of a local authority or approval by the administrator upon collection of the annual fee by the division, provided all of the following conditions are met since the preceding license was issued:

- a. The licensee has given written consent to the division to have the license automatically renewed as provided in this section.
- b. The license has not been suspended or revoked.
- c. A civil penalty has not been imposed against the licensee.
- d. An administrative proceeding is not pending against the licensee to suspend or revoke the license or to impose a civil penalty under this chapter.
- e. The licensee has not submitted payment for alcoholic liquor to the division that was subsequently dishonored.
- f. The licensee and all persons associated with the licensee as described in section 123.3, subsection 40, paragraph "e", have not been convicted of a violation of this chapter.
- g. The licensed premises constitutes a safe and proper place or building and conforms with all applicable federal, state, and local laws, orders, ordinances, rules, resolutions, and health and fire regulations.
- h. A local authority has not notified the division, in a manner established by the division and made available to local authorities, that automatic renewal should not

occur and that further review of the licensee by the division and the applicable local authority is warranted.

The following Class "E" Retail Alcohol applicants fulfilled the criteria established in §123.35 for their license to automatically renew on the date specified below without the endorsement of the local authority.

Name of Business DBA	Premise Address	Effective Date
Hy-Vee Fast and Fresh 3	300 South Locust St.	10-29-24
Kwik Stop Food Mart	4039 Pennsylvania Ave.	11-15-24

Prepared by: Trish Gleason, Assistant City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Mayor Brad M. Cavanagh and Members of the City Council

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: October 10, 2024

§123.35 of the Code of Iowa details the renewal process for Class "E" Retail Alcohol Licenses as follows:

123.35 Expiration of licenses, permits, and certificates of compliance – automatic renewals.

....

2. Notwithstanding section 123.31 and any other provision of this chapter to the contrary, a class "E" retail alcohol license shall automatically renew without the endorsement of a local authority or approval by the administrator upon collection of the annual fee by the division, provided all of the following conditions are met since the preceding license was issued:

- a. The licensee has given written consent to the division to have the license automatically renewed as provided in this section.
- b. The license has not been suspended or revoked.
- c. A civil penalty has not been imposed against the licensee.
- d. An administrative proceeding is not pending against the licensee to suspend or revoke the license or to impose a civil penalty under this chapter.
- e. The licensee has not submitted payment for alcoholic liquor to the division that was subsequently dishonored.
- f. The licensee and all persons associated with the licensee as described in section 123.3, subsection 40, paragraph "e", have not been convicted of a violation of this chapter.
- g. The licensed premises constitutes a safe and proper place or building and conforms with all applicable federal, state, and local laws, orders, ordinances, rules, resolutions, and health and fire regulations.
- h. A local authority has not notified the division, in a manner established by the division and made available to local authorities, that automatic renewal should not

occur and that further review of the licensee by the division and the applicable local authority is warranted.

The following Class "E" Retail Alcohol applicants fulfilled the criteria established in §123.35 for their license to automatically renew on the date specified below without the endorsement of the local authority.

Name of Business DBA	Premise Address	Effective Date
Hy-Vee Fast and Fresh 3	300 South Locust St.	10-29-24
Kwik Stop Food Mart	4039 Pennsylvania Ave.	11-15-24

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Dubuque Fine Liquor & Tobacco	2196 White St.
Renewals	
Aldi 81	2596 Dodge St.
Aldi 80	2160 Holliday Dr.
Baraboo's On Main	345 Main St.
Barrel House Dubuque	299 Main St.
Canfield Hotel	36 West 4th St.
Carlos O'Kelly's Mexican Cafe	1355 Associates Dr.
Dimensional Brewing Co.	67 Main St.
Dusty's Doghouse Lounge	1646 Asbury Rd.
Europa Haus Restaurant & Bierstube	1301 Rhomberg Ave.
Fast Freddy's	3130 Jackson St.
Happy Joe's Old Fashioned Ice Cream & Pizza Parlor	855 Century Dr.
Huhot Mongolian Grill	555 John F. Kennedy Rd. Suite 685
I'm On Arena	1800 Admiral Sheehy Dr.
Jumpers Sports Bar & Grill	2600 Dodge St. Suite C
Knickers Saloon	2186 Central Ave.
Kwik Stop 58	3340 John F. Kennedy Rd.
Lina's Lounge	580, 2055 Holliday Dr.

Loras College - Athletic and Wellness Center	1600 Loras College Parkway
Wicked Dame	214 West 1st St.
Yen Ching Restaurant	926 Main St.
Special Event(s) per Special Event Application Submittal,	
The Som - 10/26/24 to 10/30/24	Eagle Point Park, 2601 Shiras Ave.
Gary Dolphins Bar - 11/9/24 to 11/13/24	333 East 10th St.
Provisional Issuances	
Dubuque Jaycees Millwork Night Market - 10/6/24 to 10/10/24	East 7th to 9th & Jackson St + East 8th to Elm St.

Passed, approved, and adopted this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

SUMMARY: City Manager recommending City Council set a public hearing for November 4, 2024 in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

RESOLUTION Intent To Vacate And Dispose Of The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186a Finley's Addition In The City Of Dubuque, Iowa

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. 1 alliant bunker hill alley vacate memo set PH
3. 2 Resolution of Intent to Vacate alliant bunker hill alley
4. 3 alliant bunker hill alley vacate plat signed
5. 4 Alliant Bunker Hill Alley Vacate Agreement _06042024 IPL Signed w exhibit
6. 5 Notice_of_Public_Hearing_alliant bunker hill alley vacate
7. 24_10_10 Agreement btwn City and Interstate Power and Light Vaca

TO: The Honorable Mayor and City Council Members

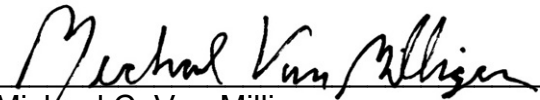
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

DATE: October 16, 2024

City Engineer Gus Psihoyos is recommending City Council set a public hearing for November 4, 2024 in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Setting a Public Hearing - Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

DATE: October 9, 2024

INTRODUCTION

This memorandum requests the City Council set a public hearing for November 4, 2024 in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

BACKGROUND

IPL owns the adjacent properties on both sides of the subject alley area to be vacated. The City of Dubuque has entered into an agreement (see fully executed agreement attached) with IPL for the sale of City owned property in order to accommodate the construction of the new Bunker Hill Substation. As part of that agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

The attached plat shows the alley right of way area proposed to be vacated. The alley right of way area to be vacated is described as Lot 186A Finley's Addition in the City of Dubuque, Iowa. The street right of way area to be vacated needs to be platted. The Atwell Group has prepared the attached vacation plat.

RECOMMENDATION

I am recommending that a public hearing should be held on November 4, 2024, for the vacation of and disposal of city interest in the alley right of way property.

ACTION TO BE TAKEN

I respectfully request that the City Council set a public hearing for November 4, 2024, for the vacation of and disposal of city interest in the right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

RESOLUTION NO. -24

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF THE ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, the City of Dubuque has entered into an agreement with Interstate Power Company for the conveyance of City Owned property comprised of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa to accommodate the construction of a new power substation facility; and

Whereas, Interstate Power and Light Company has requested the vacation of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and the conveyance of said property to Interstate Power and Light Company per said agreement; and

Whereas, Atwell Group has prepared and submitted to the City Council a plat showing the proposed vacated Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 186A Finley's Addition in the City of Dubuque, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the City of Dubuque intends to vacate and dispose of Lot 186A Finley's Addition in the City of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of Lot 186A Finley's Addition in the City of Dubuque, Iowa, Iowa is hereby set for the 4th day of November, 2024, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved and adopted this 21st day of October, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

LOCATION: LOT 186A FINLEY'S ADDITION
IN THE CITY OF DUBUQUE, IOWA
PART OF SECTIONS 22 & 23, T89N, R2E
OF THE 5TH P.M., DUBUQUE, IOWA

REQUESTOR: RICHARD KULLANDER – ALLIANT ENERGY
PROPRIETOR: CITY OF DUBUQUE
50 W 13TH ST., DUBUQUE, IA 52001

SURVEYOR: ERIC W. BRAND
COMPANY: ATWELL, LLC
1250 E. DIEHL RD. SUITE 300
NAPERVILLE, IL 60563

RETURN TO: KALLRED@ATWELL-GROUP.COM

**LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA**



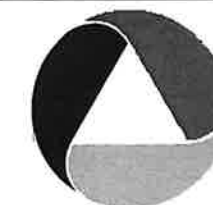
GRAPHIC SCALE
SCALE: 1"=40'

(R)	RECORD
(M)	MEASURED
o F	FOUND MONUMENT
o S	SET CAPPED 5/8" IRON ROD
	BOUNDARY LINE
	BOUNDARY ADJACENT / ROW LINE

SEE SHEET 2-4 FOR LEGAL
DESCRIPTORS, LEGEND,
SURVEYOR'S CERTIFICATE,
GENERAL NOTES, AREA TABLE,
AND BASIS OF BEARING

SHEET 1 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

LEGAL DESCRIPTION:

FOR THE VACATION OF ALL OF THE ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, FINLEY'S ADDITION TO THE CITY OF DUBUQUE, ACCORDING TO THE PLAT AS RECORDED IN BOOK "O" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF ALLIANT BUNKER HILL ADDITION AS RECORDED JULY 19, 2023 AS FILE NUMBER 2023-00006895 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE N03°42'47"W 20.72 FEET (RECORDED AS 20.00 FEET) ALONG THE EASTERLY RIGHT OF WAY LINE OF BUNKER HILL ROAD; THENCE N64°45'00"E 260.57 (RECORDED AS 260.57 FEET AND 261.37 FEET) FEET ALONG THE SOUTHERLY LINE OF LOT 2 OF FABER PLACE IN THE CITY OF DUBUQUE, IOWA AS RECORDED IN BOOK 17 PAGE 103 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND ALSO ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2 OF INTERSTATE PLACE IN THE CITY OF DUBUQUE, IOWA, AS RECORDED IN BOOK 900 PAGE 81 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, TO THE WESTERLY RIGHT OF WAY LINE OF FINLEY STREET; THENCE S26°23'21"E 19.23 FEET (RECORDED AS 20.00 FEET) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FINLEY STREET TO THE NORTHEAST CORNER OF LOT 2 SUBDIVISION OF LOT 185 OF FINLEY'S ADDITION AS RECORDED IN BOOK 20, PAGE 275 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE S64°44'22"W 268.56 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 SUBDIVISION OF LOT 185 FINLEY'S ADDITION, LOTS 186 AND 187 OF FINLEY'S ADDITION AS RECORDED IN BOOK "O" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND SAID LOT 1 OF ALLIANT BUNKER HILL ADDITION TO THE PLACE OF BEGINNING; CONTAINING 0.117 ACRES, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

GENERAL NOTES:

- 1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
- 2. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
- 3. THE FIELD WORK WAS COMPLETED ON FEBRUARY 28, 2023.
- 4. PROPERTY CONTAINS 5,093 SQ. FT ± OR 0.117 ACRES ±.
- 5. A TITLE COMMITMENT WAS NOT PROVIDED TO ATWELL, LLC, THEREFORE ADDITIONAL EASEMENTS, SERVITUDES AND RIGHTS MAY AFFECT THE PROPERTY DESCRIBED HEREON, THAT ARE NOT SHOWN ON THIS SURVEY.
- 6. THE UNADJUSTED ERROR OF CLOSURE IS LESS THAN ONE IN FIVE THOUSAND.

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND ACREAGE SHOWN ON THIS SURVEY ARE BASED ON IOWA STATE PLANE GRID VALUES, NORTH ZONE, NAD83 DATUM, U.S. SURVEY FOOT.

STATE OF MICHIGAN)
COUNTY OF KALKASKA) SS

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)

4/11/24
(DATE)

ERIC W. BRAND
IA-20471
ATWELL, LLC
MY LICENSE EXPIRES DECEMBER 31, 2024
PAGES COVERED BY THIS SEAL: SHEETS 1 & 2



AREA

	SQ. FT.±	ACRE±
TOTAL AREA	5,093	0.117

SHEET 2 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

SURVEYOR'S CERTIFICATE

I, ERIC W. BRAND, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IOWA, DO HEREBY CERTIFY THAT THE FOLLOWING REAL ESTATE WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, TO WIT:

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA.

THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF SUBDIVIDING AND PLATTING SAID REAL ESTATE HENCEFORTH TO BE KNOWN AS LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA. TOTAL AREA OF LOT 186A IS 0.117 ACRES (5,093 SQUARE FEET). LOT AREAS ARE, MORE OR LESS, AND ALL LOTS ARE SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD, THE PLAT OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CERTIFICATE.

BY: 
ERIC W. BRAND
LICENSED LAND SURVEYOR
#20471

DATE 4/11/24
LICENSE RENEWAL DATE: 12/31/24 LICENSE NO. 20471



OWNER'S CONSENT

DUBUQUE, IOWA

_____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF LOT 186A IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF DUBUQUE, IOWA. LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA TO BE VACATED

MAYOR OF THE CITY OF DUBUQUE, IA

CLERK OF THE CITY OF DUBUQUE, IA

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS:

ON THIS _____ DAY OF _____, AD 2024, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA TO ME PERSONALLY KNOWN, WHO, BEING DULY SWORN DID SAY THAT SAID BRAD M. CAVANAGH AND ADRIENNE N. BREITFELDER THAT THE SEAL AFFIXED TO THE ABOVE INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THAT SAID BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA, ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED BY IT VOLUNTARILY EXECUTED.

WITNESS MY HAND AND NOTARIAL SEAL OF THE DATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

MY COMMISSION EXPIRES _____

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

SHEET 3 OF 4
PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

CITY OF DUBUQUE PLANNING SERVICES

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS REVIEWED AND APPROVED BY
THE CITY OF DUBUQUE PLANNING SERVICES ON THE DATE FIRST WRITTEN
ABOVE.

CITY PLANNER

CITY ASSESSOR'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA, ON THE DATE
FIRST WRITTEN ABOVE.

CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA

CITY OF DUBUQUE, IOWA

DUBUQUE, IOWA _____, 2024

THE UNDERSIGNED, BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N.
BREITFELDER IS THE CLERK OF THE CITY OF DUBUQUE, IOWA, DO HEREBY
CERTIFY THAT THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A
FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA ON

_____ AS RESOLUTION
_____ AND THAT THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA APPROVES SAID PLAT.

MAYOR OF THE CITY OF DUBUQUE, IA

CLERK OF THE CITY OF DUBUQUE, IA

COUNTY AUDITOR'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE DUBUQUE COUNTY AUDITOR THIS _____ DAY OF
_____, 2024.

WE APPROVE OF THE SUBDIVISION NAME OR TITLE TO BE RECORDED.

COUNTY AUDITOR OF DUBUQUE, IOWA

RECORDER'S CERTIFICATE

DUBUQUE, IOWA _____, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA HAS BEEN REVIEWED BY THE
DUBUQUE COUNTY RECORDER.

DUBUQUE COUNTY RECORDER

SHEET 4 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: APRIL 2, 2024



ATWELL

866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

K:\22002524\DWG\SURVEY\22002524PS-02 ALLEY.DWG 4/2/2024 8:46 AM SHAWN PATTEN

**AGREEMENT
BY AND BETWEEN
INTERSTATE POWER AND LIGHT COMPANY
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the _____ day of _____, 2024, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Interstate Power and Light Company (IPL).

WHEREAS, IPL is requesting the vacation and sale of the entire 5,097 square feet alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on attached Exhibit A, in order to accommodate the construction of the new Bunker Hill Substation; and

WHEREAS, IPL and City desire to enter into an agreement with respect to the proposed alley right of way vacation as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 To vacate and sell approximately 5,097 square feet of alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, shown on Exhibit A, to IPL for Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95), to accommodate the construction of the new Bunker Hill Substation.

1.2 Upon receipt of the Plat of Survey for the area proposed to be vacated and purchased, submitting the required documents to the City Council to be set for a public hearing and formal approval.

1.3 Subject to City Council approval and reimbursement to City for publication and filing fees, City will execute and deliver a Quit Claim Deed to IPL for the vacated property.

SECTION 2. IPL RESPONSIBILITIES. IPL agrees as follows:

2.1 To submit a request to City to vacate and a sketch or plat of the area to be vacated.

2.2 To pay Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95) to City for the purchase of the vacated right of way at the closing. The closing on the property shall be no later than September 1, 2024.

2.3 To reimburse City for the cost of all surveying, publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process promptly upon receipt of a statement from City.

2.4 To prepare a Plat of Survey at IPL's expense by a Licensed Land Surveyor for the alley right of way which will show the boundaries of the area and assign a legal description to the property.

2.5 Within thirty (30) days of closing, at IPL's expense to consolidate the vacated alley property with another adjacent property owned by IPL to create one lot or parcel that conforms to the City of Dubuque Planning and Zoning Bulk Standards for the combined lots.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Manager of Real Estate and Right of Way
Alliant Energy
P.O. Box 351
1800 Randall Pla
Dubuque, IA 52003

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by IPL, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written permission of the City. Such written approval will not be unreasonably withheld.

5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

**INTERSTATE POWER AND LIGHT
COMPANY**

By:  _____
Heather Dee, Manager of Real Estate
and Right of Way, Joint Facilities, and
Permitting

EXHIBIT A

PROPOSED VACATED ALLEY RIGHT-OF-WAY

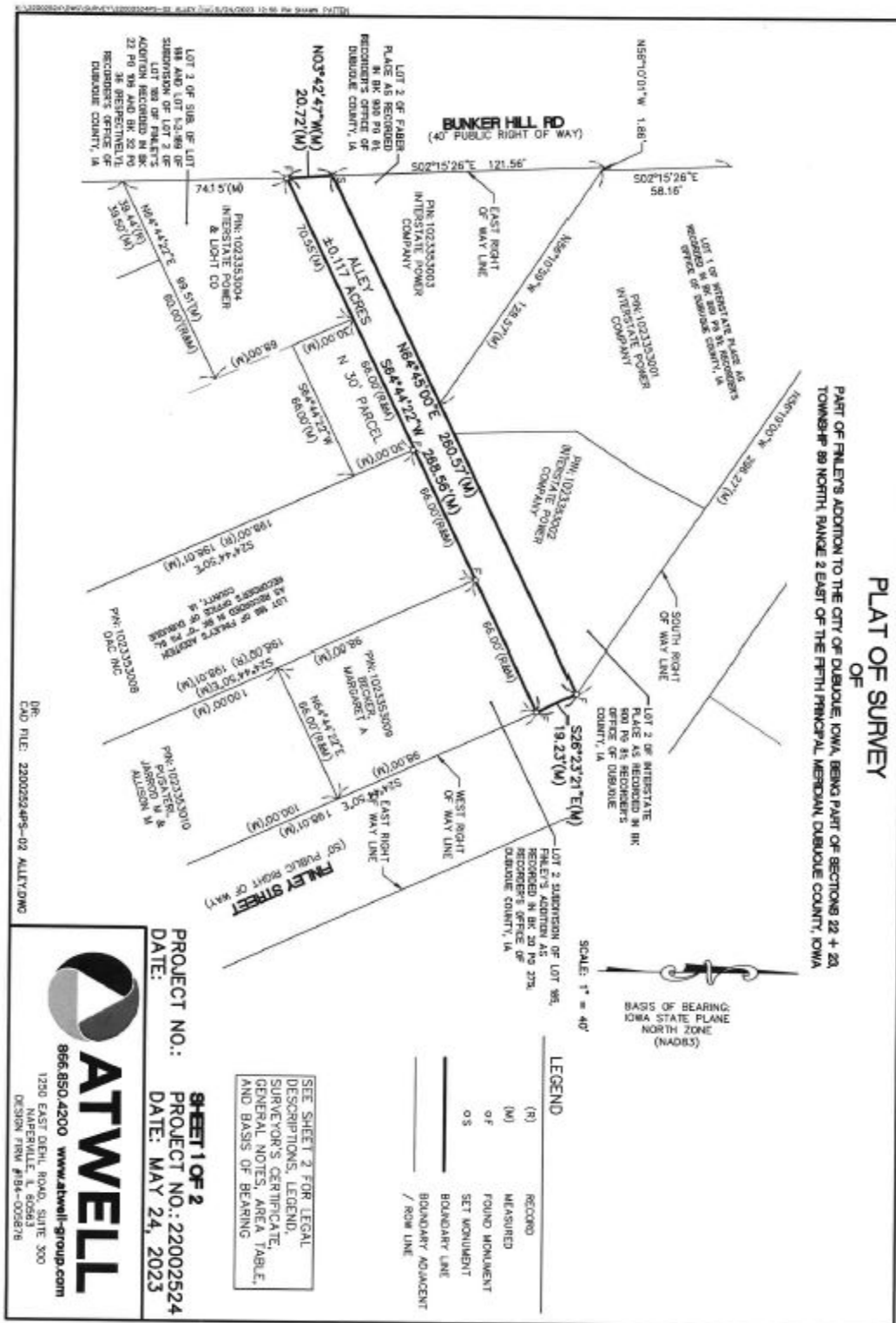
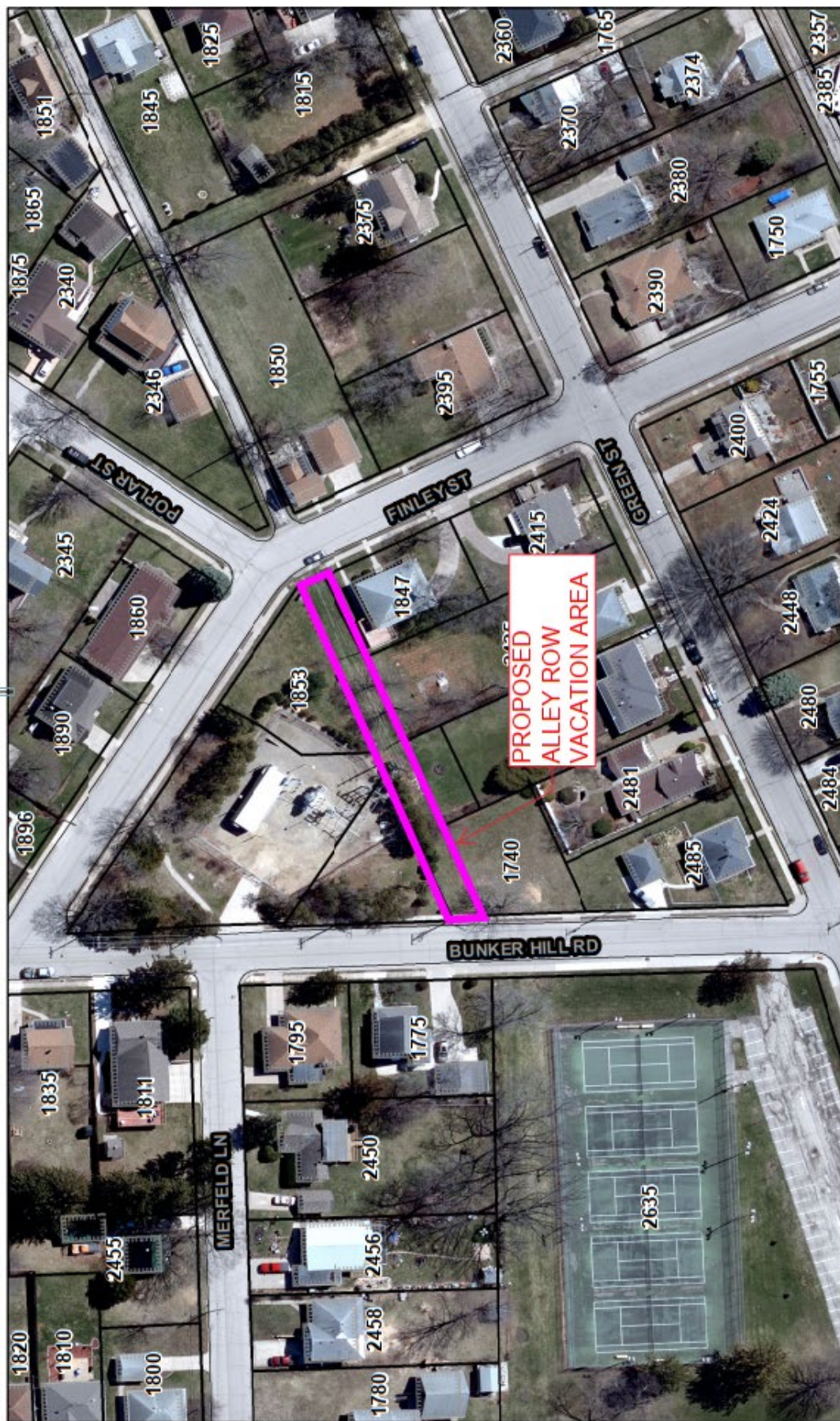


EXHIBIT A



1 inch = 100 feet



Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (GIS) data. The City of Dubuque and its employees do not warrant the accuracy or completeness of the information. The City of Dubuque and its employees shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this information. The City of Dubuque and its employees shall not be held liable for any damages or injury resulting from the use of this information.

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa will hold a public hearing on the 4th day of November 2024 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to vacate and convey the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa to Interstate Power Company, said real property is more particularly described as follows:

Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa, to be known as Lot 186A Finley's Addition in the City of Dubuque, Iowa

At the meeting, the City Council will receive in-person and virtual comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubique.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubique.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubique.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments received by the City Clerk's Office before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubique.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 21st day of October 2024.

Adrienne N. Breitfelder, CMC City Clerk

**AGREEMENT
BY AND BETWEEN
INTERSTATE POWER AND LIGHT COMPANY
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 10th day of October, 2024, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Interstate Power and Light Company (IPL).

WHEREAS, IPL is requesting the vacation and sale of the entire 5,097 square feet alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on attached Exhibit A, in order to accommodate the construction of the new Bunker Hill Substation; and

WHEREAS, IPL and City desire to enter into an agreement with respect to the proposed alley right of way vacation as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 To vacate and sell approximately 5,097 square feet of alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, shown on Exhibit A, to IPL for Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95), to accommodate the construction of the new Bunker Hill Substation.

1.2 Upon receipt of the Plat of Survey for the area proposed to be vacated and purchased, submitting the required documents to the City Council to be set for a public hearing and formal approval.

1.3 Subject to City Council approval and reimbursement to City for publication and filing fees, City will execute and deliver a Quit Claim Deed to IPL for the vacated property.

SECTION 2. IPL RESPONSIBILITIES. IPL agrees as follows:

2.1 To submit a request to City to vacate and a sketch or plat of the area to be vacated.

2.2 To pay Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95) to City for the purchase of the vacated right of way at the closing. The closing on the property shall be no later than September 1, 2024.

2.3 To reimburse City for the cost of all surveying, publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process promptly upon receipt of a statement from City.

2.4 To prepare a Plat of Survey at IPL's expense by a Licensed Land Surveyor for the alley right of way which will show the boundaries of the area and assign a legal description to the property.

2.5 Within thirty (30) days of closing, at IPL's expense to consolidate the vacated alley property with another adjacent property owned by IPL to create one lot or parcel that conforms to the City of Dubuque Planning and Zoning Bulk Standards for the combined lots.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Manager of Real Estate and Right of Way
Alliant Energy
P.O. Box 351
1800 Randall Pla
Dubuque, IA 52003

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by IPL, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written permission of the City. Such written approval will not be unreasonably withheld.

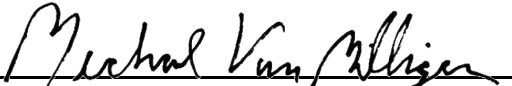
5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

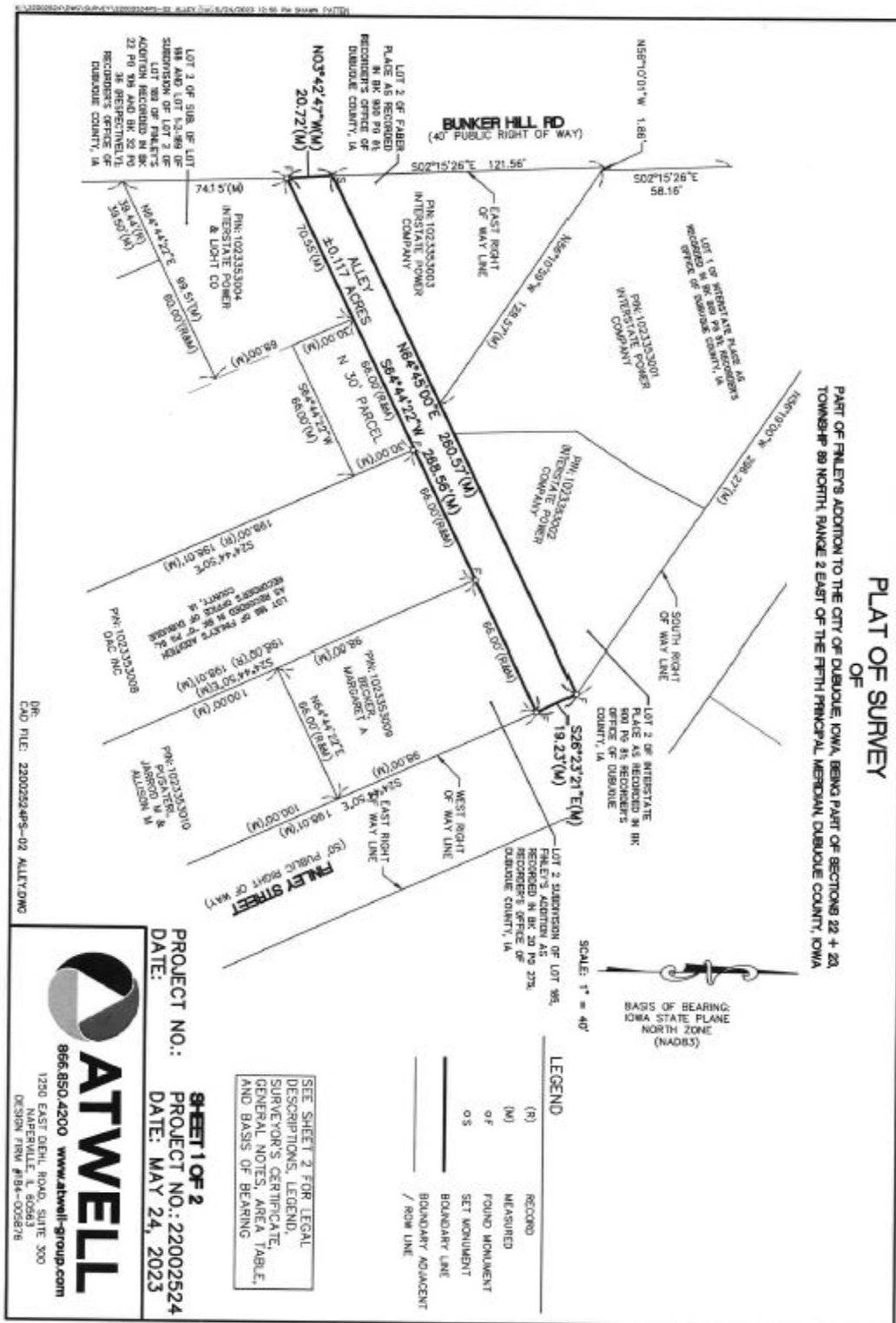
By: 
Michael C. Van Milligen
City Manager

**INTERSTATE POWER AND LIGHT
COMPANY**

By: 
Heather Dee, Manager of Real Estate
and Right of Way, Joint Facilities, and
Permitting

EXHIBIT A

PROPOSED VACATED ALLEY RIGHT-OF-WAY





Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Kerper Boulevard Lift Station Project - Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution. RESOLUTION Kerper Boulevard Lift Station Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. 2024-10-15_KerperBlvdLS-InitiateMemo
3. Kerper Blvd Lift Station Project - Council Initiate Set PH RESOLUTION
4. Kerper Blvd Lift Station Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Kerper Boulevard Lift Station Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500047

DATE: October 15, 2024

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 15, 2024

SUBJECT: Kerper Boulevard Lift Station Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500047

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on November 4, 2024, for the Kerper Boulevard Lift Station Project.

BACKGROUND

In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately \$45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

DISCUSSION

On January 17, 2024, the City advertised a Request for Proposals (RFP) to retain a professional service consultant to aid the City in evaluating the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure within the sewer service area, and to design and construct the lift station replacement. On March 19, 2024, the City entered into a contract with Origin Design, the selected consultant, for the engineering services to design the replacement of the Kerper Boulevard Lift Station. The project design is

complete, has received the Iowa Department of Natural Resources (IDNR) wastewater construction permits, and is ready for advertisement for construction.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 23, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Pre-Bid Meeting for Contractors	November 7, 2024
Receipt of Bid Proposals (Bid-Letting)	November 21, 2024
Award Construction Contract	December 2, 2024
Substantial Completion	July 21, 2025
Final Completion	September 1, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Kerper Boulevard Lift Station Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Kerper Boulevard Lift Station Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Planning & Design *	\$ 202,100.00
Construction	\$ 1,626,615.00
Contingency	\$ 243,992.25
Contract Admin / Construction Engineering *	\$ 45,200.00
Total Project Cost	<u>\$ 2,117,907.25</u>

(Note: The indicated consultant services phases of the project are already contracted with Origin Design and are funded costs utilized ARPA funding)

The project will be funded with an appropriation in the amount of \$1,498,266 for the design and construction of the Kerper Boulevard Lift Station Project [Project 5581500047], with revenue from an American Rescue Plan Act (ARPA) grant from an allocation made during FY24 Budget Amendment #2. An additional \$300,000 of ARPA funding has been requested to be reallocated to this project as part of FY25 Budget Amendment #1, for a new project total funding of \$1,798,266. Due to the uncertainty of recent construction market bid prices, specifically with lift stations involving items with long supply chain lead times, staff have included a request for an additional \$500,000 in funding as part of the FY26 CIP requests. Upon receipt of bids, this additional funding request for FY26 can be adjusted, or removed, accordingly based on actual bid pricing.

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Deron Muehring, Water & Resource Recovery Center Director
Bob Schiesl, PE, Assistant City Engineer
Todd Irwin, Engineering Technician

RESOLUTION NO. _____ -24

KERPER BOULEVARD LIFT STATION PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Kerper Boulevard Lift Station Project in the estimated construction amount of \$1,626,615.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of November, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Kerper Blvd Lift Station Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 21st day of November 2024. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 2nd day of December 2024, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 21st day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE KERPER BOULEVARD LIFT STATION PROJECT

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Kerper Boulevard Lift Station Project, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 4th day of November 2024, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

The extent of work involved consists of replacing the existing Kerper Boulevard Lift Station with a new facility located north of the existing site. The proposed lift station will be a triplex lift station capable of a rated flow of 1,420 gpm with two operating pumps. Sanitary sewer will be extended from the existing lift station site to the proposed site location. A force main will direct pumped flow to the existing receiving manhole within the median of Kerper Boulevard. Utility piping will be routed under the traveled lanes of Kerper Boulevard. Following construction and operation of the proposed lift station, the existing lift station will be demolished.

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa. To comply with social distancing mandates, documents can be viewed at <https://www.cityofdubuque.org/Agendas> or by contacting the City Clerk's Office at 563-589-4100.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing. At said time of public hearing all interested citizens and parties will be given an opportunity to submit online written comments for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 21st day of October 2024.

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE: Broadway Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 5581500046

SUMMARY: City Manager recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

RESOLUTION Broadway Street Sanitary Sewer Improvement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. 2024-10-15_BroadwaySan-InitiateMemo
3. Broadway St. Sanitary Sewer Improvement Project - Council Initiate Set PH RESOLUTION
4. Broadway St. Sanitary Sewer Improvement Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

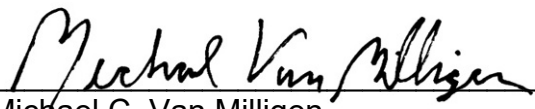
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Broadway Sanitary Sewer Improvements Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500046

DATE: October 16, 2024

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 15, 2024

SUBJECT: Broadway Sanitary Sewer Improvements Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500046

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on November 4, 2024, for the Broadway Sanitary Sewer Improvements Project.

DISCUSSION

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. On multiple occasions, the existing sewer system has surcharged so that wastewater has back flowed into basements. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate the recurring backups. During design, staff identified several deficiencies with the roadway, sidewalk, curb and gutter, which will also be addressed within the project limits.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 23, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bid Proposals (Bid-Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Substantial Completion	June 30, 2025
Final Project Completion Date	August 1, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Broadway Sanitary Sewer Improvements Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Broadway Sanitary Sewer Improvements Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 321,946.00
Contingency	\$ 32,194.60
Total Project Cost	<u>\$ 354,140.60</u>

The Broadway Sanitary Sewer Improvements Project was funded utilizing ARPA funding in the amount of \$112,500, which was partially utilized for the planning and design by City staff. The construction of this project will be covered by the funding sources as described below:

Broadway Sanitary Sewer Improvements Project Funding		
5581500046	Broadway Sanitary Sewer Improvements	\$ 102,016.00
5581500017	General Sanitary Sewer Repairs *	\$ 129,429.60
5521000012	General Street Construction Repairs	\$ 76,195.00
5521000002	General Sidewalks Curb/Catch Basin Replacements	\$ 40,780.00
Total Project Funding		<u>\$ 354,140.60</u>

**Note: Value includes project contingency.*

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for November 4, 2024, and to approve the plans, specifications, form of contract and estimated cost for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer

RESOLUTION NO. _____ -24

BROADWAY STREET SANITARY SEWER IMPROVEMENT PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Broadway Street Sanitary Sewer Improvement Project in the estimated construction amount of \$321,946.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of November, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Broadway Street Sanitary Sewer Improvement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of November 2024. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of November 2024, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 21st day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE BROADWAY SANITARY SEWER IMPROVEMENTS PROJECT

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Broadway Sanitary Sewer Improvements Project, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 4th day of November 2024, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate recurring backups. Improvements will also be made to the roadway, sidewalk, curb and gutter within the project limits.

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa. To comply with social distancing mandates, documents can be viewed at <https://www.cityofdubuque.org/Agendas> or by contacting the City Clerk's Office at 563-589-4100.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, cityclerk@cityofdubuque.org, on or before said time of public hearing. At said time of public hearing all interested citizens and parties will be given an opportunity to submit online written comments for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, cityclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 21st day of October 2024.

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE: Ruby Sutton Building 2nd Floor Renovation Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 5565000021

SUMMARY: City Manager recommending City Council grant preliminary approval of the construction plans and specifications; with an estimated Base Bid amount of \$840,000.00; and establish November 4, 2024, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

RESOLUTION Ruby Sutton Building 2nd Floor Renovation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. Ruby Sutton Building 2nd Floor Renovation Project - Council Staff Initiate MEMO
3. Ruby Sutton Building 2nd Floor Renovation Project - Council Initiate RESOLUTION
4. Ruby Sutton Building 2nd Floor Renovation Project - Notice of Hearing

TO: The Honorable Mayor and City Council Members

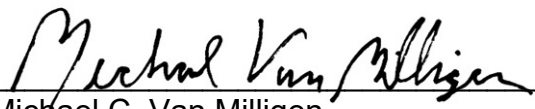
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5565000021

DATE: October 17, 2024

City Engineer Gus Psihoyos is recommending City Council grant preliminary approval of the construction plans and specifications; with an estimated Base Bid amount of \$840,000.00; and establish November 4, 2024, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Justin Hogan, Facilities Manager
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Antonio Mouzon, Community Impact Director

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5565000021
DATE: October 16, 2024

INTRODUCTION

This memorandum requests the City Council approval and authorize the initiation of the public bidding process and set a public hearing date for November 4, 2024, for the Ruby Sutton Building 2nd Floor Renovation Project.

BACKGROUND

The City owns the Ruby Sutton Building, in which the 1st floor was renovated for multi-departmental city operations while the 2nd floor remains unimproved. In preparation for renovation and to facilitate design, a partial demolition was conducted on the 2nd floor space as well as appropriate asbestos abatement.

DISCUSSION

The Ruby Sutton Building is part of a larger combined facility connected to the Multicultural Family Center. The current Ruby Sutton Building first floor is about 6,600 square feet. The second floor is approximately 2,600 square feet.

The expanded 2nd floor facility improvements will feature the following amenities:

- A collaborative workspace with presentation equipment.
- A kitchenette to provide staff with space for refreshments and meals.
- A small meeting/conference room.
- Once individual/family style restroom.
- A reception area to greet guests.
- Five offices large enough to accommodate small meetings.
- A 10'x25' Deck from the back on the roof section of the 1st floor.
- A skylight to maximize the introduction of natural light.

This project is intended to create a suitable workspace for the new Community Engagement Department which absorbed those functions and staff from the Leisure Services Department.

The Multicultural Family Center staff, Community Engagement Department, Engineering Department, Information Services Department, and other city staff were involved in the design of the improvements.

Once the base bid for the construction work has been awarded, the project team intends to distribute two Requests for Proposal to select vendors for providing furnishings and audio-visual equipment.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Public Bidding Process	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 25, 2024
Notice of Public Hearing on Plans and Specs	October 25, 2024
Public Hearing on Plans and Specs	November 4, 2024
Receipt of Bid Proposals	November 21, 2024
Award Construction Contract	December 2, 2024
Substantial Completion Date	July 16, 2025

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Ruby Sutton Building 2nd Floor Renovation Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Ruby Sutton 2nd Floor Renovation Project is summarized in the following table:

PROJECT COSTS	ESTIMATE	
Construction Contract - Base Bid	\$ 800,000	
Contingency (5%) **	40,000	
Total - Estimated Base Bid Cost	\$ 840,000	A
Misc. Project Costs		
Hazardous Building Materials Abatement	\$ 25,000	
Furniture & Audio/Visual/IT/Security	75,000	
Total - Misc. Project Costs	\$ 100,000	B
Total - Base Bid + Misc. Project Costs (A+B)	\$ 940,000	
Alternate Bid No. 1 - Optional Add On	\$ 600,000	
Elevator that provides service to 2 nd Floor and Basement		

** Because this project only involves interior space renovation; a 5% contingency is recommended compared to the traditional 10% contingency budget.

The proposed funding for the Base Bid Project plus outlined Misc. Costs is summarized in the following table:

Project No.	Fund Description	Fund Amount
5565000021	American Rescue Plan Act (ARPA) Funds	\$ 507,827
	MFC 2nd Floor Renovation	432,173
Total Project Funding		\$ 940,000

In addition to the ARPA funding, the City local funding for Project No. 5565000021, MFC 2nd Floor Renovation, will come from the allocation of remaining fund balance from the close of the FY24 budget year.

ALTERNATE BID NO. 1

As part of the project, the bid documents will include an Alternate Bid No. 1 to provide a cost to install an elevator that would provide service to the 2nd floor and basement. Staff do not believe there will be sufficient funds to proceed with the Alternate Bid No. 1 (add elevator) option, however staff believes it is the City's best interest to receive bids that will be evaluated for potential consideration. If the Alternate Bid No. 1 (add elevator) is not selected, the City will have budgetary numbers to consider for including in a future capital improvement request.

Based on the bids received, if the City elects not to select Alternate Bid No. 1, the Base Bid will be used as the basis for the recommended award for this project.

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish November 4, 2024, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

Prepared by Justin Hogan, Facilities Manager
cc: Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Antonio Mouzon, Multicultural Family Center Director

F:\PROJECTS\Facilities - Multicultural Family Center\2024 - 2nd Floor Renovation\Council Docs\Initiate

RESOLUTION NO. -24

RUBY SUTTON BUILDING 2ND FLOOR RENOVATION PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Ruby Sutton Building 2nd Floor Renovation Project in the estimated Base Bid amount of \$840,000.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of November, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Ruby Sutton Building 2nd Floor Renovation Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 pm on the 21st day of November, 2024. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 2nd day of December 2024, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 21st day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 4th day of November, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, on the proposed plans, specifications, form of contract and estimated cost for the Ruby Sutton Building 2nd Floor Renovation Project.

The scope of the Project is as follows: Ruby Sutton Building 2nd Floor Renovation Project includes the construction of a collaborative workspace with presentation equipment, a kitchenette to provide staff with space for refreshments and meals, a small meeting/conference room, one individual/family style restroom, a reception area to greet guests, five offices large enough to accommodate small meetings, a 10'x25' Deck from the back on the roof section of the 1st floor, a skylight to maximize the introduction of natural light.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 21st day of October 2024.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE: Setting a Public Hearing to approve the Revised Administrative Plan for the Housing Choice Voucher Program

SUMMARY: City Manager recommending City Council set a public hearing for November 4, 2024, for the revised Administrative Plan for the Housing Choice Voucher Program.
RESOLUTION Setting A Public Hearing To Review And Approve The Public Housing Authority's Administrative Plan

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024

ATTACHMENTS:

1. MVM Memo
2. STAFF MEMO
3. RESOLUTION
4. PUBLIC NOTICE
5. _2024.10_PHA ADMIN PLAN_DRAFT WITH VPS

TO: The Honorable Mayor and City Council Members

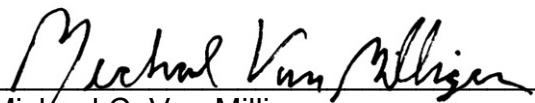
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing and approve the Revised Administrative Plan for the Housing Choice Voucher Program

DATE: October 15, 2024

Housing & Community Development Director is recommending City Council set a public hearing for November 4, 2024, for the revised Administrative Plan for the Housing Choice Voucher Program.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Gina Hodgson, Assisted Housing Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

DATE: October 15, 2024

RE: Setting a Public Hearing for the Revised Administrative Plan for the Housing Choice Voucher Program

INTRODUCTION

This memorandum requests the City Council set a public hearing for November 4, 2024, for the revised Administrative Plan for the Housing Choice Voucher Program.

BACKGROUND

Federal regulations require Housing Authorities to prepare and maintain an Administrative Plan. The authority for Public Housing Authority policies is derived from federal statutes, federal regulations, guidance issued by HUD, state law, and local policy.

Changes to the administrative plan must be submitted to the City's Housing Commission and to the City Council for public comment and final approval. After City Council approval, the City will fully adopt and implement the amended Administrative Plan and submit to HUD for review and approval.

DISCUSSION

The Housing & Community Development Department has conducted a review of the Housing Choice Voucher Administrative Plan in reference to the voucher payment standards adopted by the City of Dubuque PHA. Currently the City of Dubuque PHA is operating under a HUD waiver granting the housing authority to go up to 120% of Fair Market Rent (FMR) for the HCV Program's Voucher Payment Standards (VPS). The HUD waiver will expire 12/31/2024. Housing & Community Development staff have completed a market analysis for rent rates and has determined that the VPS for the Program needs to remain at the 120% of FMR in order for HCV Voucher holders to be able to successfully lease up in units throughout the City. To do this without the waiver, HUD has advised that the PHA Administrative Plan needs to be updated to include and adopt the 120% of FMR for VPS into policy for the HCV Program. Therefore, The Housing & Community Development Department has revised chapter 16 to address this policy change.

Significant changes important to note:

Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]

PHA Policy has been updated to read as follows:

The City of Dubuque has elected to use SAFMRs for 52001, 52002, and 52003. The PHA will monitor the publication of SAFMRs yearly and will adjust within 90 days of HUD's publication.

SAFMRs will be set to 110% when the basic range is not high enough to meet programmatic goals such as high utilization and success rates, landlord participation, and/or reasonable rent burdens for program participants as outlined in PIH Notice 2024-34,

SAFMRs will be set to 120% when The City of Dubuque has a success rate fewer than 75% of the families to whom the PHA issued tenant-based vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; and/or more than 40% of the families with tenant based vouchers administered by the agency pay more than 30% of adjusted income as the family share as outlined in PIH Notice 2024-34.

RECOMMENDATION

I respectfully request that the City Council set a public hearing for November 4, 2024, for the revised Administrative Plan for the Housing Choice Voucher Program.

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING TO REVIEW AND APPROVE THE
PUBLIC HOUSING AUTHORITY'S ADMINISTRATIVE PLAN**

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains a comprehensive Public Housing
Authority Administrative Plan; and

Whereas, the City of Dubuque desires to revise said Public Housing Authority
Administrative Plan; and

Whereas, the Housing & Community Development Department will adopt the
revisions to the Public Housing Authority Administrative Plan, subject to City Council
approval.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF DUBUQUE, IOWA:**

Section 1. That the City Council will meet in the Historic Federal Building, Council
Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on November 4,
2024 for the purpose of holding a public hearing and taking action to approve the Public
Housing Authority Voucher Payment Standard changes to the Administrative Plan for
the Housing Choice Voucher Program.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice
of such public hearing and the City Council's intent to review and approve the Public
Housing Authority Administrative Plan.

Passed, approved and adopted this 21st day of October 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

PUBLIC NOTICE

**PROPOSED PUBLIC HOUSING AGENCY (PHA) ADMINISTRATIVE
PLAN UPDATES**

Notice is hereby given that the Dubuque City Council will conduct a public hearing on Monday, November 4, 2024 at a meeting to commence at 6:30 p.m. in City Council Chambers, 350 West 6th Street, Dubuque, Iowa.

The City Council will consider proposed updates to the PHA Administrative Plan.

Interested parties may examine the contents of the proposed Plan at the City Clerk's Office, City Hall, 50 West 13th Street; and the Housing and Community Development Department, 350 West 6th Street, Suite 312, Dubuque Iowa, and the City Website at www.cityofdubuque.org/adminplan.

Written comments may be submitted on or before the time of the public hearing to the City of Dubuque Housing and Community Development Department, 350 W 6th St, Suite 312, Dubuque Iowa 52001 (563-690-6096) or ghodgson@cityofdubuque.org.

At said time and place of public hearing all interested citizens and parties will be given an opportunity to be heard for or against said plan.



HCV ADMINISTRATIVE PLAN

EFFECTIVE
JANUARY 1, 2024

City of Dubuque Housing & CD



HCV Administrative Plan

CITY OF DUBUQUE HOUSING & CD

Approved by the HA Board of Commissioners:

Submitted to HUD:

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Introduction

ABOUT THE ADMINISTRATIVE PLAN

REFERENCES CITED IN THE 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 ADMINISTRATIVE PLAN

The 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 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 administrative plan or that may be helpful to you.

HUD HCV Guidebook

In November 2019 HUD began issuing a new version of the HCV Guidebook chapter-by-chapter. Unlike the previous version of the HCV Guidebook in which chapters were numbered, the new version of the guidebook includes chapter names, but no numbers. As the new version of the guidebook has not yet been fully released, and since the previous version of the guidebook contains guidance not found in the new version, the policy cites both versions of the guidebook. Therefore, where the HCV Guidebook is cited in the policy, the citation will make a distinction between the “old” and “new” versions of the guidebook. The “old” version of the guidebook will continue to be cited as *HCV GB* with a chapter/page reference (example: *HCV GB*, p. 5-4). If HUD has also released a new chapter on the same topic with information that either adds new information or updates existing information from the previous guidebook, the new guidebook will be cited as *New HCV GB* with a chapter title and page reference (example: *New HCV GB, Payment Standards*, p. 11). On September 29, 2023, HUD issued Notice PIH 2023-27 to implement sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The notice supersedes relevant portions of the guidebook, specifically the chapters on eligibility, denials, and annual reexaminations and interim reexaminations. Where chapters have not been altered by the HOTMA implementation notice, the model policy continues to cite the HCV Guidebook.

Abbreviations

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

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
New HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), Various dates of release
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

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.

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

Document and Location
Code of Federal Regulations https://www.ecfr.gov/
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf
Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF
Executive Order 11063 https://www.archives.gov/federal-register/codification/executive-order/11063.html
Federal Register https://www.federalregister.gov/
Housing Choice Voucher Program Guidebook (7420.10G), Updated Chapters https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook
HOTMA Final Rule https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&utm_source=federalregister.gov&utm_medium=email
HOTMA Implementation Notice, PIH 2023-27 https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf
Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice https://www.hud.gov/sites/documents/DOC_8993.PDF
Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF
VAWA Resources https://www.hud.gov/vawa

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 (ACC) 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 Dubuque Housing and Community Development Department for the jurisdiction of City of Dubuque, Iowa.

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 Policy

The PHA's mission is to provide decent, safe, and affordable rental housing and to provide opportunities that promote self-sufficiency, economic independence, and homeownership opportunities for eligible participants.

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.

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs. The Final Rule implementing broad changes to income and asset in Sections 102 and 104 of HOTMA, and for PHAs that administer the public housing program over-income provisions in Section 103, was officially published in the *Federal Register* on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule.

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.

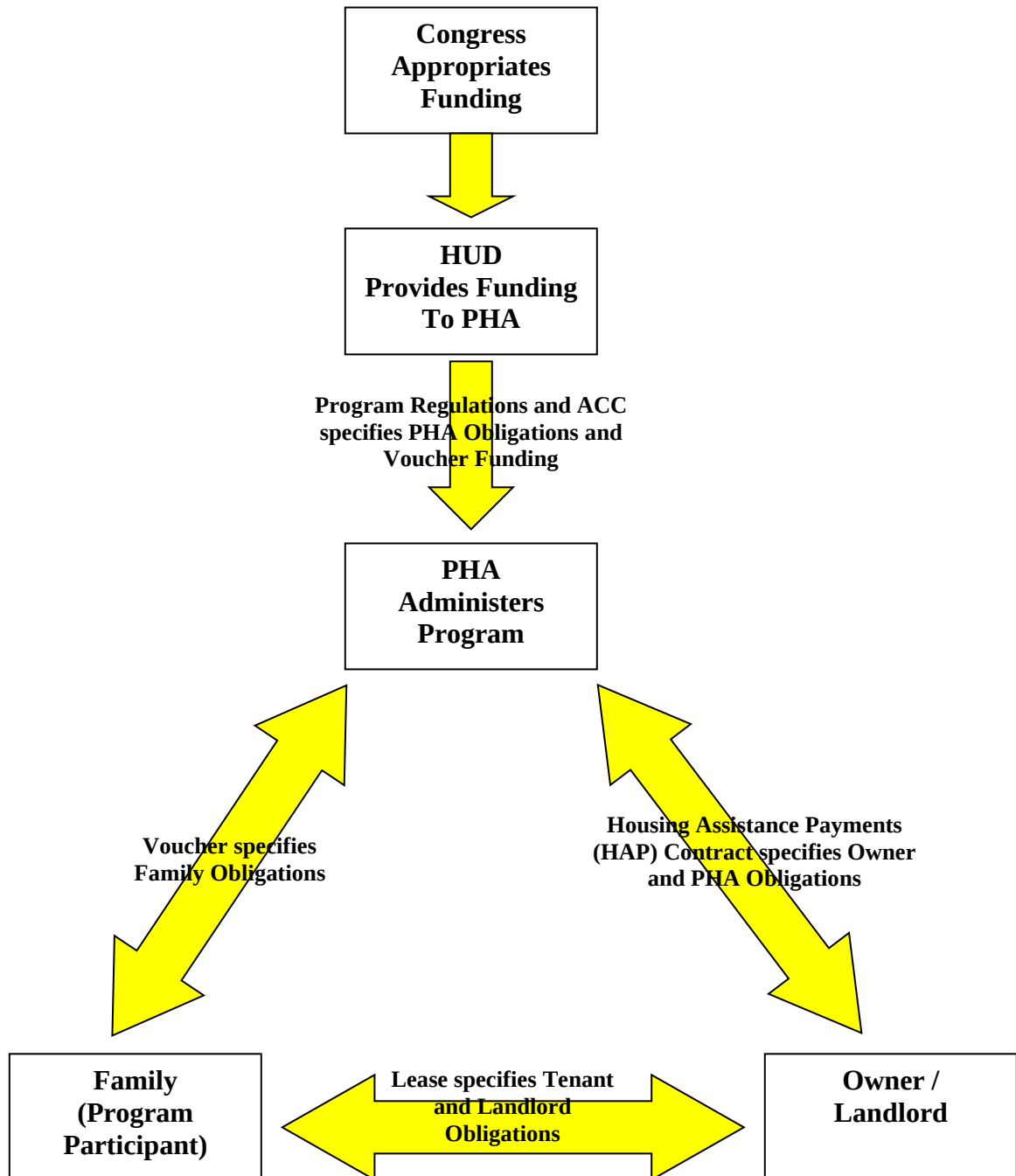
1-II.C. THE HCV PARTNERSHIPS

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 ACC, 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);
- PHA screening of applicants for family behavior or suitability for tenancy (Chapter 3);
- Policies governing the project-basing of vouchers in both the standard Project-Based Voucher (PBV) program (Chapter 17) and the RAD Project-Based Voucher program (Chapter 18); and
- Special policies governing any special purpose vouchers issued by the PHA (Chapter 19).

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 Act (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 state or local nondiscrimination laws or ordinances apply.

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 does not identify any additional protected classes.

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.

2-I.C. DISCRIMINATION COMPLAINTS

General Housing 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 all cases, the PHA will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

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 investigate and attempt to remedy discrimination complaints made against the PHA. The PHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.

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

Complaints under the Equal Access Final Rule [Notice PIH 2014-20]

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed on these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.

PHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule 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.)

VAWA Complaint Processing [Notice FHEO 2023-01]

A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

PHA Policy

Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

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

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

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number of designated staff will be provided to process requests for accommodation.

The PHA will display posters and other housing information and signage in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

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 will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

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-II.F. 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 (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.
 - Meet net asset and property ownership restriction requirements.
- 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 as well as the asset limitation for HCV.

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 5.403; FR Notice 02/03/12; Notice PIH 2014-20; and FR Notice 2/14/23]

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, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; 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, and 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, stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking, 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, stalking, or human trafficking, 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, stalking, or human trafficking, 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. DEPENDENTS AND MINORS [24 CFR 5.603]

A *minor* is a member of the family, other than the head of family or spouse, who is under 18 years of age.

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 15 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Tenants must have landlord permission and notification to the PHA, guests may be allowed to stay up to 90 cumulative days in a 12-month period. Requests should be made in writing when possible and approved by the PHA prior to the individual staying in the unit.

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 [24 CFR 5.603]

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a *foster adult* under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

A *foster child* is a member of the household who meets the definition of a *foster child* under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

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 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 **as long as at least one household member remains in the assisted unit.**

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 and Notice PIH 2023-27]

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. Income and net family assets of household members are excluded when determining income eligibility; however, household members are considered for purposes of unit size and subsidy standards. 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; 24 CFR 982.201(b)]

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 5.232; HCV GB, p. 5-13]

HUD requires that each adult family member, and the head of household, spouse, or cohead, regardless of age, sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675 Debts Owed to Public Housing Agencies and Terminations, 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 consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

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) and 24 CFR 5.232(a)].

However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]

PHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission.

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 their 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 their 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 their 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 their 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 their 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 their own, apart from their 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 their 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 their 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 their parents and has not had contact with or does not know where to contact their 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 [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]

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 other 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 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 Income Validation Tool (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. A PHA may deny assistance for an applicant because of the family's action or failure to act as described in 24 CFR 982.552 or 982.553. 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]. HUD codified this stance on disparate impact and discriminatory effects in a final rule dated March 31, 2023. In doing so, HUD also standardized its long-practiced three-step approach to assessing burdens of proof.

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, stalking, or human trafficking 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) and 24 CFR 982.552(b)(6)]

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 admit an otherwise-eligible family who was evicted from federally assisted housing within the past three years for drug-related criminal activity if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.

- 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.

- 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 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 on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information.
- The family does not meet the restrictions on net assets and real property ownership as required by 24 CFR 5.618.

3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]

There are two circumstances under which a family is ineligible to receive assistance based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD).

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property; and
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

However, the real property restriction does not apply in the following circumstances:

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.

A property is considered *suitable for occupancy* unless the family demonstrates that it:

- Does not meet the disability-related needs for all members of the family (*e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family;

PHA Policy

The PHA defines *not sufficient for the size of the family* as being overcrowded based on the PHA's subsidy standards in Chapter 5 of this policy.

- Is geographically located so as to be a hardship for the family (*e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the state or local laws of the jurisdiction where the property is located.

3-III.D. 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 three years, 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;

Immediate vicinity means within a three-block radius of the premises.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse; 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).

If the applicant or any household member has an active warrant in the NCIC system the applicant will be deemed ineligible to receive a Voucher until the warrant has been satisfied. The applicant file will be held for 60 days to allow satisfaction of the active warrant.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past three years.

Records of arrests for drug-related or violent criminal activity within the past three 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.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.F and 3-III.G. 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.

PHAs are not permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program [24 CFR 984.101(d)].

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 three 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.

When denying admission due to family debts as shown in HUD's EIV system, the PHA will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the PHA to support the family's claim. The PHA will consider the information provided by the family prior to issuing a notice of denial.

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.F and 3-III.G. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

3-III.E. 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 local law enforcement for every adult household member.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information center (NCIC).

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.

The PHA will request applicants disclose states or localities of previous residency for the purpose of criminal background checks only.

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, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 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 inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history or criminal history, etc.

3-III.F. 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.H.) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

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 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.G. 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, stalking, or human trafficking are contained in Section 3-III.H.

3-III.H. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING

The Violence against Women Act (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.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

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 requires 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, stalking, or human trafficking 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, stalking, or human trafficking, 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, stalking, or human trafficking, 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 their 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 their 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

Depending upon the length of time that applicants may need to wait to receive assistance, the PHA may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, 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 obtain application forms from the PHA's office 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

PHA Policy

Program Specific Waiting List

The City of Dubuque shall maintain waiting lists for the Project Based Voucher Program, and the Housing Choice Voucher Program.

Project-Based Voucher Program Waiting List: The Project-Based Voucher Program Waiting List shall be a separate waiting list. The Rose PBV Contract:

All families selected for occupancy must qualify according to the very low-income guidelines. The project-based voucher units are designated for occupancy by elderly or disabled families requiring assisted living services. Prior to and as a condition of occupancy, the Owner or its designated service provider shall evaluate the proposed applicant's status to determine the qualification for residency of the assisted living facility. When vacancies occur in the project-based voucher program, the City refers income eligible families for participation in the project-based voucher program from its waiting list to the owner. The owner selects a family for occupancy of a particular unit after screening the family. The City of Dubuque will select eligible applicants from the Waiting List and determine income eligibility. Once determined income eligible, applicant will be referred to The Rose for final eligibility determination.

Housing Choice Voucher Program Waiting List(s): The City of Dubuque shall open the Housing Choice Voucher waiting list when it is reduced to less than 50 applications, on

the 2nd Tuesday of each month. However, if the need identified for the month is greater than 50 applicants, the waiting list may be reopened with more than 50 applicants on the waiting list. The HCV waiting list will be opened to accept pre-applications for one (1) calendar day. Interested individuals/families will be required to complete a written pre-application form for admission and placement on the waiting list. Pre-applications submitted online shall be considered written pre-applications. The City of Dubuque will use the pre-application form to collect only the information necessary to make a preliminary determination of eligibility.

An applicant will be assigned one (1) preference point for being a resident of the City of Dubuque defined by HUD as the jurisdiction that the PHA is allowed to serve. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, national origin, gender, religion, disability, or age of any member of an applicant family. Applicants who are working or who have been notified that they are hired to work in the residency preference area will receive the residency preference point.

Title VI of the Civil Rights Act requires that an administrative decision must not have the effect of discrimination, or what HUD defines as a “disparate impact”. To ensure a residency preference does not have the effect of discrimination, the PHA will keep the following data to ensure the baseline demographics of those receiving assistance without residency preference points does not deviate by more than one and one-half (1.50) the standard deviation by applying a residency preference point:

- Demographics of pre-applicants
- Demographics of the head of household placed on the waiting list
- Demographics of those successfully leasing in the PHA Jurisdiction

Should a 1.50 or greater standard deviation be realized, the residency preference point will be suspended until a consultation with HUD's Office of Fair Housing and Equal Opportunity occurs.

After residency preference points are allocated, a lottery system will be used to randomly determine which applicants are placed on the waiting list once the waiting list is closed. The lottery system will assign households with a preference point onto the list before those without a preference point. Using the lottery system, the number of applicants selected to be placed on the waiting list will be determined based on anticipated need of applicants using HUD's two-year tool. Only the head of household should apply. Duplicate pre-applications will not be allowed. Applicants that are not selected to be placed on the waiting list will not be notified and will need to re-apply to the waiting list the next time the waiting list is open.

The family will be required to provide all of the information necessary to establish final family eligibility and level of assistance when the family is selected from the waiting list.

When the waiting list is open, individuals/families may obtain pre-application forms from the PHA's office during normal business hours or may complete online applications at the City of Dubuque website at www.cityofdubuque.org/hcv . Applicants may also

request – by telephone, mail, or e-mail– an application be sent to them via first class mail or FAX or e-mail.

Pre-applications received by mail, fax, or e-mail during the time the waiting list is open must be received by 4:30pm CT. The City of Dubuque shall open the waiting list for one (1) calendar business day to allow applicants the opportunity to contact the City of Dubuque Housing Authority staff if the applicant has questions.

If the pre-application is incomplete, the PHA will notify the family of the additional information required. HA staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required the day the waiting list is open. Reasonable efforts shall be in the form of one telephone call or one e-mail. If the HA staff is unable to contact the applicant, the application will be removed from the lottery selection process or if the applicant is contacted and fails to respond by 4:30 pm CT on the day the waiting list is opened, the applicant will be removed from the lottery selection process. A record of those efforts shall be maintained with the application.

Family Unification Program referrals will be added to the Housing Choice Voucher waiting list and then selected from that list to receive a FUP voucher.

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 selected to be placed on the waiting list according to a computer-generated Lottery/random selection process after the residency preference point is allocated. The PHA will send written notification of successful placement on the waiting list upon completion of the lottery selection process to only those selected in the lottery.

Final Application

On an ongoing basis, the PHA will select a number of households from the waiting list based upon the number of Vouchers that may be issued by utilizing leasing data and turnover rates and selecting the applicants from the HCV waiting list based on date and time of application. The applicants selected from the waiting list will be mailed a full application packet to determine final eligibility.

Completed applications must be received by the PHA by mail, FAX, e-mail or submitted in person during normal business hours within 14 business days of the date on the PHA letter requesting the updated application. For applications received by mail, the received date shall be determined by the date the application has been post marked. For applications received by Fax or e-mail, the received date shall be determined by the date the FAX or the e-mail is received by the City of Dubuque. Applications must be complete in order to be accepted by the PHA for processing. An application shall only be considered complete if accompanied by proof of identity; copy of SSN; citizenship, eligible immigration status or non-contending declaration; and all mandatory release forms along with a completed application. The final “Application” form must be completely filled out and must not contain any blanks or unanswered questions.

All applications must be accompanied by proof of identity from a third party for all household members. Acceptable forms shall include birth certificates; current driver’s

license; identification card issued by a federal, state, or local agency; identification card issued by a medical insurance company or provider (including Medicare and Medicaid); or Court records. All applications must be accompanied by copies of social security cards of all household members.

If the applicant is unable to provide documentation/verification of the SSN but is otherwise determined eligible, the applicant may retain the applicant's place on the waiting list for the program but cannot become a participant until the applicant provides the required verification. The applicant will be provided 30 days to obtain the required verification while retaining the applicant's place on the waiting list.

However, if a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of voucher issuance, the applicant may become a participant, so long as the documentation/verification is provided within 90 calendar days from the date of admission to the program. One additional 90-day extension period will be granted if the PHA determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were not due to the fault of the applicant.

If the applicant family fails to produce the required social security documentation/verification required within the allotted time period as stated above, the PHA shall follow the policies as stated in Chapter 3, Part III: Denial of Assistance if the applicant has not become a participant of the program or Chapter 12, 12-I.D. Mandatory Termination of Assistance if the applicant has been admitted to the program.

If the final application is incomplete, the PHA will notify the family of the additional information required. HA staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required and provide the applicant 14 days to correct the deficiency. Reasonable efforts shall be in the form of one letter, one telephone call or one e-mail. If the HA staff is unable to contact the applicant, the application will be removed from the waiting list or if the applicant is contacted and fails to respond within the time period specified or any extensions of time, the applicant will be removed from the waiting list without further notice. A record of those efforts shall be maintained with the application. A record of all applications received (even incomplete applications) shall be maintained by the PHA indicating all attempts to contact the applicant.

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. The PHA will maintain a separate waiting list for the Project Based Voucher program.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

PHA Policy

The PHA will not merge the HCV waiting list with the waiting list for any other program the PHA operates.

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 open and close the HCV Waiting List as defined in Chapter 4, Section 4.I.D Placement on the Waiting List. Once the waiting list is closed according to the procedure in the section noted above, the PHA shall utilize a lottery system to randomly select applicants to be placed on the waiting list after the residency preference is applied. Where the PHA has particular selection or funding criteria, such as specialized vouchers that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the HCV 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:

City of Dubuque Website

Telegraph Herald

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 must be submitted in writing.

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 15 business days from the date of the PHA letter.

If the family fails to respond within 15 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 15 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, as a result of a family member's disability, or as a direct result of status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including an adverse factor resulting from such abuse.

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

The PHA administers the following types of targeted funding:

Non-Elderly Disabled Vouchers

Project-Based Assisted Living

Tenant Protection

Family Unification Program

VASH Program

Regular HCV 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:

1. The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding.
2. The PHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking who have either been referred by a partnering service agency or consortia or are seeking an emergency transfer under VAWA from the PHA's public housing program or other covered housing program operated by the PHA.

The PHA will work with the following partnering service agencies:

Dubuque YMCA/YWCA

Friends of the Family

Opening Doors

Crescent Community Health Center

Visiting Nurses Association

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

3. When an emergency is declared that restricts movement of residents, the PHA may provide preference to applicants living within the City of Dubuque or other local area defined by the emergency restriction areas to ensure residents' ability to avoid homelessness. As soon as the emergency declaration has expired this local preference will no longer be applicable.
4. An applicant will be assigned one (1) preference point for being a resident of the City of Dubuque defined by HUD as the jurisdiction that the PHA is allowed to serve. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, national origin, gender, religion, disability, or age of any member of an

applicant family. Applicants who are working or who have been notified that they are hired to work in the residency preference area will receive the residency preference point.

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

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 notification will include a full application packet and information about what constitutes acceptable documentation. If the applicant family fails to respond to the request for the Final Application by the deadline listed in the paperwork, a letter will be mailed giving applicant an additional 10 business days to respond. If applicant fails to respond by deadline, they will be removed from the waiting list.

Once the applicant family responds to the request with updated information and is determined eligible, the PHA will notify the family by phone, email, mail or applicant's authorized contact person to inform the family of the following:

Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview/briefing.

Who is required to attend the interview/briefing

All documents that must be provided at the interview/briefing, 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 are required to participate in an eligibility interview.

The head of household and the spouse/cohead will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/cohead may

attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to the PHA.

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, they 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, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, 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]

Notification of Briefing

Prior to issuance of a voucher, 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 in individual face-to-face meetings, through group briefing sessions, or via remote briefing sessions.

PHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to a briefing. The notice will be sent by first class mail and will also be sent by email if the family has provided a valid email address to the PHA.

The notice will advise the family of the type of briefing, who is required to be present at the briefing, and the date and time of the briefing. The notice will also inform the family of any additional requirements for in-person or remote briefings as addressed in relevant policy elsewhere in this section.

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 resent to the address indicated.

In-Person Briefings

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

In-person briefings will generally be conducted in group meetings. At the family's written request, the PHA may provide an individual briefing.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the PHA may approve another adult family member to attend 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 interpretation services in accordance with the PHA's LEP plan (See Chapter 2).

Attendance

PHA Policy

Applicants who fail to attend a scheduled in-person briefing will be scheduled for another briefing automatically. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without prior PHA approval, will be denied assistance (see Chapter 3).

Remote Briefings [Notice PIH 2020-32]

Remote briefings may be conducted over the phone, via video conferencing, or through other virtual platforms.

PHA Policy

The PHA has the sole discretion to require that briefings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster. If the PHA schedules a remote briefing, the PHA will conduct a face-to-face briefing upon request of the applicant as a reasonable accommodation for a person with a disability if safety and health concerns can be reasonably addressed.

In addition, the PHA will conduct a briefing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the briefing, or if the applicant believes an in-person briefing would create an undue health risk. The PHA will consider other reasonable requests for a remote briefing on a case-by-case basis.

The applicant will be emailed a notice with the link to the online briefing that outlines the timeframe for completion. They will also be provided a link to the online briefing packet. They will be provided 10 business days to watch the briefing, complete the online questionnaire and return required paperwork. If PHA does not receive the questionnaire and completed required paperwork within 10 business days, applicant will be denied assistance without further notice.

Accessibility Requirements for Persons with Disabilities and LEP Individuals

As with in-person briefings, the platform for conducting remote briefings must be accessible and the briefing conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual.

If no method of conducting a remote briefing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote briefing, and the PHA should consider whether postponing the remote briefing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances.

Limited English Proficiency (LEP) requirements also apply to remote briefings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote briefings.

Conducting Remote Briefings

The PHA must ensure that the lack of technology or inability to use technology for remote briefings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA must ensure that the family has appropriate technological access in order to fully participate in the remote briefing.

PHA Policy

The applicant will be emailed a notice with the link to the online briefing that outlines the timeframe for completion. They will also be provided a link to the online briefing packet. They will be provided 10 business days to watch the briefing, complete the online questionnaire and return required paperwork. If PHA does not receive the questionnaire and completed required paperwork, or notification of technology barriers from the participants within 10 business days, applicant will be denied assistance without further notice. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person briefing or have a one-on-one briefing over the phone, as appropriate.

The PHA will provide a paper copy of the briefing packet upon family request, and may reschedule the briefing to allow adequate time for the family to receive the physical briefing packet.

The PHA will ensure that all electronic information stored or transmitted as part of the briefing meets the requirements for accessibility for persons with disabilities and persons with LEP, and is secure, including ensuring personally identifiable information (PII) is protected.

The PHA will ensure that families who participate in remote briefings have the opportunity to ask questions as part of the briefing.

If families lose connectivity during any remote briefing or otherwise feel they were unable to access information presented during the briefing, the family may request a one-on-one briefing over the phone or in person with the PHA.

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.

In briefing a family that includes a person with disabilities, PHA must also take steps to ensure effective communication.

Briefing Packet [24 CFR 982.301(b); New HCV GB, *Housing Search and Leasing*, p. 7]

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 (e.g., HUD brochure entitled, "A Good Place to Live").
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form, including information on how to complete the form and file a fair housing complaint.
- 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, and any obligations of other special programs if the family is participating in one of those programs.
- 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.
- The HUD pamphlet on lead-based paint entitled, “Protect Your Family from Lead in Your Home.”

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:

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 contain 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, stalking, or human trafficking will not be construed as serious or repeated lease violations by the victim [see 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 two weeks or 14 calendar days.. Written notice must be provided to the PHA at the start of the extended absence.

Any absences extending beyond 14 consecutive days must have PHA approval in writing prior to the absence. The family may apply for PHA approval for an extended absence by submitting a written request to the PHA and the owner prior to the absence. The family must allow sufficient time for a written response by the HA (no less than two weeks.) Absences of 14 days or longer without prior written HA approval shall be considered abandonment of the unit. Approval for absences from residence and address usage longer than 14 days shall be given due to physician-approved medical causes. However, in no instance shall the tenant be absent from the assisted unit for more than 180 consecutive calendar days. Absences for longer than 180 consecutive calendar days shall be cause for termination.

- 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].
- PHA Policy
- All utilities and services for which the participant is responsible shall be provided in an approved family member's name (approved member of an assisted family) unless prior authorization is granted by the Housing Agency. Any violation of this policy shall be cause for termination.
- 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

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Head of Household residing with an adult who is not considered a co-head or spouse shall be allocated a separate bedroom resulting in a 2 bedroom voucher. A Head of Household who is residing with a minor child shall be allocated a bedroom apart from the minor child resulting in a 2 bedroom voucher. A Head of Household who is residing with more than one adult or minor child shall be allocated a voucher for a bedroom size that factors two persons per bedroom with the following considerations:

Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.

Live-in aides will be allocated a separate bedroom.

Single person families will be allocated one bedroom.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	4-8
5 Bedrooms	6-10

Adding additional persons to the household shall not increase the voucher issuance until the annual recertification or unit change, if needed, as long as adding the person does not overcrowd the current unit. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

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 need 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 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-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

The PHA will approve additional 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.

The maximum voucher term would be 120 days.

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 which are excluded from the family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Assets. HUD regulations specify the types of assets which are excluded from a family's annual income. These requirements and PHA policies for calculating income from assets are found in Part II.

Part III: 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 and allow the PHA to adopt additional permissive deductions. These requirements and PHA policies for calculating adjusted income are found in Part III.

Part IV: 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 [24 CFR 5.609]

Annual income includes:

- All amounts, not specifically excluded in **24 CFR 5.609(b)**;
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually) and the actual returns from a given asset cannot be calculated.

In addition to this general definition, the regulations at 24 CFR 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous versions of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally, all income is included unless it is specifically excluded by regulation.

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but did not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from net family assets [Notice PIH 2023-27]. 24 CFR 5.603(b)(1) describes HUD regulations 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 Full Definition (Exhibit 6-1)
- Treatment of Family Assets (Exhibit 6-2)
- The Effect of Welfare Benefit Reduction (Exhibit 6-3)

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. Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Overview

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 in accordance with HUD regulations and PHA policies in Chapter 11. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Foster child or foster adult	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3)]. All sources of unearned income, except those specifically excluded by the regulations, are included [24 CFR 5.609(a)].
Full-time students 18 years of age or older (not head, spouse, or cohead)	Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14)]. All sources of unearned income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence.

PHA Policy

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

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 (as confirmed by the state child welfare agency) 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 continue to 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 qualifies 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. CALCULATING ANNUAL INCOME

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

Anticipating Annual Income [24 CFR 5.609(c)(1)]

At initial occupancy and for an interim reexamination of family income, the PHA is required to use anticipated income (current income) for the upcoming 12-month period following the new admission or interim reexamination effective date. Policies related to verifying income are found in Chapter 7.

PHA Policy

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of temporary, sporadic, or variable employment, 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.

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.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be projected 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 new admission or interim 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, should the change in income require the PHA to conduct an interim reexamination, conduct an interim reexamination in accordance with PHA policy in Chapter 11.

**Calculating Annual Income at Annual Reexamination [24 CFR.609(c)(2);
Notice PIH 2023-27]**

At annual reexamination, PHAs must first determine the family's income for the previous 12-month period and use this amount as the family income for annual reexaminations; however, adjustments to reflect current income must be made. Any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with PHA policies in Chapter 11 and HUD regulations, must be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rental assistance. Income from assets is always anticipated, irrespective of the income examination type. Policies related to conducting annual reexaminations are located in Chapter 11.

6-I.D. EARNED INCOME

Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27]

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b)].

A *seasonal worker* is defined as an individual who is hired into a short-term position(e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b)]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27].

PHA Policy

The PHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim 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.

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].

Earnings of a Minor [24 CFR 5.609(b)(3)]

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. 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].

**6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES
[24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16;
Notice PIH 2023-27]**

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

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 their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are 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. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

6-I.F. BUSINESS AND SELF-EMPLOYMENT INCOME [24 CFR 5.609(b)(28); Notice PIH 2023-27]

Annual income includes “net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may 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.”

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 herein.

Independent Contractors

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b)].

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.

Assets Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

6-I.G. STUDENT FINANCIAL ASSISTANCE [FR Notice 2/14/23 and Notice PIH 2023-27]

Introduction

Section 479B of the HEA requires that all assistance under Title IV of the HEA and Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations.

For Section 8 programs only, however, for over 10 years through FY 2022, HUD appropriations have included a provision that for certain students receiving Section 8 assistance, any amounts received in excess of tuition and any other required fees and charges are considered income (with the exception of students who lived with their parents or who were over the age of 23 with a dependent child).

While the language in various consolidated appropriations acts is limited to federal fiscal year covered by the act, this does not rule out the possibility that similar language will be included in future years' appropriations bills.

- For any funds from a year where HUD's appropriations acts include this limitation, it will apply with respect to Section 8 participants. The PHA will follow the pre-HOTMA Section 8 student financial assistance limitation described below.
- During years in which an appropriations act does not contain this Section 8 student financial assistance limitation (or any other such limitation), then the determination of student financial assistance as included/excluded income for all Section 8 students defaults to the methodology described for the public housing program and listed below.

Pre-HOTMA Section 8 Student Financial Assistance Limitation [FR 4/10/06; 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.

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 Chapter 3, 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.

Any student financial assistance not subject to inclusion under the regulations is fully excluded from annual income, 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.

HOTMA Student Financial Assistance Requirements [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

Types of Assistance

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
 - The Higher Education Tribal Grant
 - The Tribally Controlled Colleges or Universities Grant Program

Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the Federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)]. *Actual covered costs* are defined as the actual costs of:

- Tuition, books, and supplies;
 - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the education institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government ;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed; (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

PHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

Example 1

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance" would be excluded from income.

Example 2

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

Example 3

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

Example 4

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are not included in annual income. Regulations do not specify which types of periodic payments are included in annual income.

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

PHA Policy

The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 11. If not, the PHA will consider the amount when processing the family's next annual recertification.

Retirement Accounts [24 CFR 5.609(b)(26); Notice PIH 2023-27]

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security Benefits [Notice PIH 2018-24]

The PHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27]. When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

PHA Policy

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Alimony and Child Support

PHA Policy

The PHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the family certifies and the PHA verifies that the payments are not being made.

In order to verify that payments are not being made, the PHA will review child support payments over the last three months.

If payments are being made regularly, the PHA will use the amount received during the last 12 months (excluding any lump sums received). If payments have been made for a period less than 12 months, the PHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, the PHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If the PHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If the PHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

If no payments have been made in the past three months and there are no lump sums, the PHA will not include alimony or child support in annual income.

6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24) and Notice PIH 2023-27]

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i)].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii)].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv)].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v)].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi)]. When calculating annual income, PHAs are prohibited from assigning monetary value to non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii)].

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.

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 6-3. 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. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

6-I.L. CIVIL RIGHTS SETTLEMENTS [24 CFR 5.609(b)(25); FR Notice 2/14/23]

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed \$50,000 (as annually adjusted by an inflationary factor), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b)]

Other exclusions contained in 24 CFR 5.609(b) that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4)].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income [Notice PIH 2023-27].
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6)].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income in HUD programs that adopt the definitions of *annual income* in 24 CFR 5.609, the Census Long Form, and the IRS Form 1040, including the programs affected by Notice PIH 2023-27.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23)].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(i)(12)(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) [(24 CFR 5.609(b)(12)(i)].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount 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 [24 CFR 5.609 I(12)(ii)].

Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, 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 unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].

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 of 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 (see Chapter 11).

- 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(b)(13)].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20)].
- Amounts that HUD is required by federal statute to exclude 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(b) apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the *Federal Register* on May 20, 2014. 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 [See also Notice PIH 2019-09]

PART II: ASSETS

6-II.A. OVERVIEW

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets [Notice PIH 2023-27].

The regulation at 24 CFR 5.603(b)(3) provides a list of items that are excluded from the calculation of net family assets. Note, unlike previous versions of the regulations, the current regulations do not list types of assets that are included in annual income. Instead, HUD relies on the definition of items excluded from assets to provide the scope of what is included. Exhibit 6-2 provides the regulatory definition of *net family assets*.

Optional policies for family self-certification of assets are found in Chapter 7. Policies related to the asset limitation may be found in Chapter 3.

Income from assets is always anticipated, irrespective of the income examination type.

PHA Policy

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. The PHA will 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.

Any time 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.

6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(b)(2)]

PHAs must include the value of any business or family assets disposed of by an applicant or participant 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 or reexamination, as applicable, in excess of the consideration received for the asset. An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

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.

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. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Asset Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

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.

6-II.C. ASSET INCLUSIONS AND EXCLUSIONS

Checking and Savings Accounts [Notice PIH 2023-27]

HUD considers bank accounts as non-necessary items of personal property. Whether or not non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's checking and/or savings accounts would not be considered when calculating net family assets.

However, actual income from checking and savings accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

ABLE Accounts [24 CFR 5.609(b)(10); Notice PIH 2019-09]

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The PHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds
[24 CFR 5.603(b)(1)]***

HUD considers financial investments such as stocks and bonds non-necessary items of personal property. Whether non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, financial investments such as stocks and bonds are considered part of net family assets. In this case, the value of the family's checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's financial investments such as stocks and bonds would not be considered when calculating net family assets.

However, actual income from financial accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, but when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is \$0.

PHA Policy

The PHA will include interest or dividends earned by investment accounts 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.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

Necessary and Non-Necessary Personal Property [24 CFR 5.603(b)(3)(i)]

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

Personal property includes tangible items, like boats, as well as intangible items, like bank accounts.

The value of necessary items of personal property is excluded from the calculation of net family assets. Necessary items of personal property include a car used for commuting or medical devices.

HUD defines *necessary personal property* as items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. Necessary personal property includes more than merely items that are indispensable to the bare existence of the family. It may include personal effects (such as items that are ordinarily worn or utilized by the individual), items that are convenient or useful to a reasonable existence, and items that support and facilitate daily life within the family's home. Necessary personal property also includes items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability. Necessary personal property does not include bank accounts, other financial investments, or luxury items. Items of personal property that do not qualify as necessary personal property are classified as non-necessary personal property.

The combined value of all **non-necessary** items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually by HUD). When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

While not an exhaustive list, the following table from Notice PIH 2023-27 provides examples of necessary and non-necessary personal property.

Necessary Personal Property	Non-Necessary Personal Property
Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter) Furniture, carpets, linens, kitchenware Common appliances Common electronics (e.g., radio, television, DVD player, gaming system) Clothing Personal effects that are not luxury items (e.g., toys, books) Wedding and engagement rings Jewelry used in religious/cultural celebrations and ceremonies Religious and cultural items Medical equipment and supplies Health care–related supplies Musical instruments used by the family Personal computers, phones, tablets, and related equipment Professional tools of trade of the family, for example professional books Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	Recreational car/vehicle not needed for day-to-day transportation for personal or business use (campers, motorhomes, traveling trailers, all-terrain vehicles (ATVs)) Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds) Recreational boat/watercraft Expensive jewelry without religious or cultural value, or which does not hold family significance Collectibles (e.g., coins/stamps) Equipment/machinery that is not used to generate income for a business Items such as gems/precious metals, antique cars, artwork, etc.

PHA Policy

In determining the value of non-necessary personal property, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal 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.

Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24(viii)); Notice PIH 2023-27]

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) 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 in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 11. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.

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.

PHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Jointly Owned Assets [Notice PIH 2023-27]

For assets owned jointly by the family and one or more individuals outside of the assisted family, the PHA must include the total value of the asset in the calculation of net family assets, unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them; or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access to the income from that asset; or
- The family only has access to a portion of the income from that asset.

If the family demonstrates that they can only access a portion of the income from an asset, then only that portion's value is included in the calculation of income from assets.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

Trusts [24 CFR 5.609(b)(2) and 5.603(b)(4)]

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).

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.

When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Irrevocable trusts not under the control of any member of the family or household are not assets. Typically, special needs trusts are considered irrevocable. The value of the trust is not included in net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4)]. Where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed. If the value of the trust is not considered part of the family's net assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

The value of revocable trusts that are not under the control of the family are excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee. If this is the case, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in net family assets.

If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. The PHA must count all actual returns (e.g., interest earned) from the trust as income or, if the trust has no actual returns (e.g., if the trust is comprised of farmland that is not in use) and the total value of the combined net family assets exceeds \$50,000 (as that amount is updated for inflation), as imputed returns, as applicable.

Life Insurance [FR Notice 2/14/23 and Notice PIH 2023-27]

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

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. The cash value is the surrender value. While the cash value of an insurance policy is considered an asset, the face value of any policy is not. If such a policy earns dividends or interest that the family could elect to receive, the amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

Tax Refunds [24 CFR 5.603(b)(3)(xi) and Notice PIH 2023-27]

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of the account in which the federal tax refund or refundable tax credits were deposited. When the subtraction results in a negative number, then the balance of the asset is considered \$0.

If the tax refund or refundable tax credit is deposited into another excluded asset, such as a retirement account or a Coverdell Education Savings Account, then the deposit will have no effect on the balance of the asset (i.e., there is no need for the PHA to subtract the amount of the deposit from the value of the excluded asset).

Asset Exclusions [24 CFR 5.603(b)]

The following are excluded from the calculations of net family assets:

- The value of any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals [24 CFR 5.603(b)(3)(iii)].
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located [24 CFR 5.603(b)(3)(iv)].
 - *Real property* as used in this part has the same meaning as that provided under the law of the state in which the property is located [24 CFR 5.100].
 - Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; and inherited property in dispute [Notice PIH 2023-27].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability [24 CFR 5.603(b)(3)(v)];
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 [24 CFR 5.603(b)(3)(vi)];

- The value of any qualified tuition program under Section 529 of such Code [24 CFR 5.603(b)(3)(vi)];
- The value of any “baby bond” account created, authorized, or funded by federal, state, or local government [24 CFR 5.603(b)(3)(vi)];
- Interests in Indian trust land [24 CFR 5.603(b)(3)(vii)];
- Equity in a manufactured home where the family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(viii)];
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(ix)];
- Family Self-Sufficiency accounts [24 CFR 5.603(b)(3)(x)];
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family [24 CFR 5.603(b)(3)(xi)].
- The full amount of assets held in an irrevocable trust [Notice PIH 2023-27]; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household [Notice PIH 2023-27].

6-II.D. DETERMINING INCOME FROM ASSETS

In some cases, amounts that are excluded from net family assets may be included as annual income when disbursements are made to a family from an asset. In other cases, amounts are excluded from annual income as a lump-sum addition to net family assets, but those funds are then considered a net family asset if held in an account or other investment that is considered part of net family assets [Notice PIH 2023-27].

Net Family Assets

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

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 such as settlement costs and transfer taxes [New PH OCC GB, *Income Determinations*, p. 24].

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.

The cash value of real property or other assets with negative equity would be considered \$0 for the purposes of calculating net family assets. Negative equity in real property or other investments does not prohibit the family from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets [Notice PIH 2023-27].

Actual Income from Assets

Income from assets must be included on the Form HUD-50058 regardless of the amount of income. Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR 5.609(b).

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

The PHA may determine the net assets of a family based on a self-certification by the family that the net family assets do not exceed \$50,000 (adjusted annually by HUD), without taking additional steps to verify the accuracy of the declaration [24 CFR 5.618(b)]. Policies related to verification of assets are found in Chapter 7 of this policy.

The PHA may not calculate or include any imputed income from assets when net family assets total \$50,000 or less [24 CFR 5.609(b)(1)]. The actual income from assets must be included on the Form HUD-50058.

Imputed Income from Assets

When net family assets exceed \$50,000 (adjusted annually by HUD), the PHA may not rely on self-certification. If actual returns can be calculated, the PHA must include actual income from the asset on the Form HUD-50058 (for example, a savings account or CD where the rate of return is known). If actual returns cannot be calculated, the PHA must calculate imputed returns using the HUD-determined passbook rate (for example, real property or a non-necessary item of personal property such as a recreational boat). If the PHA can compute actual income from some but not all assets, the PHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated [24 CFR 5.609(a)(2)].

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated (for example, a bank account with a zero percent interest rate or a stock that does not issue cash dividends), then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

PART III: ADJUSTED INCOME

6-III.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to deduct other permissive deductions in accordance with PHA policy. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611 *Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions*

- (1) \$480 for each dependent (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (2) \$525 for any elderly family or disabled family (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
 - (i) Unreimbursed health and medical care 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; 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 non-school 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.

When calculating health and medical care expenses, the PHA will include those expenses anticipated to be incurred during the 12 months following the certification date which are not covered by an outside source, such as insurance. The allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Since these expenses are anticipated, the *PH Occupancy Guidebook* states "it is likely that actual expenses will not match what was anticipated. Typically, this would not be considered an underpayment as long as at the time of the annual reexamination, the expenses were calculated based on the appropriate verification" [New PH OCC GB, *Income Determinations*, p. 30]. For annual reexaminations, the PHA will use information for the previous 12-month period.

6-III.B. DEPENDENT DEDUCTION

An allowance of \$480 is deducted from annual income for each dependent (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [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-III.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$525 is taken for any elderly or disabled family (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [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-III.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i) and 5.603(b)]

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of annual income.

This 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.

Definition of *Medical Expenses*

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.” Medical insurance premiums continue to be eligible health and medical care expenses. Health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD’s mandatory deduction for health and medical care expenses. PHAs must review each expense to determine whether it is eligible in accordance with HUD’s definition of *health and medical care expenses*.

Families That Qualify for Both Health and 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 a health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Unreimbursed reasonable expenses for attendant care and auxiliary apparatus for each member of the family who is a person with disabilities 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 ten 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 Auxiliary Apparatus [Notice PIH 2023-27]

Auxiliary apparatus items may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type or special equipment to assist a person who is deaf or hard of hearing.

Eligible Attendant Care [Notice PIH 2023-27]

Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

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 Health and 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 health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.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 (including foster children) 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 their 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 their 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 their 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.

6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]

Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27]

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

Phased-In Relief

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review. The family must receive phased-in relief if they are determined to be eligible. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.
- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
 - When an eligible family's phased-in relief begins at an interim reexamination, the PHA will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family's hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

PHAs must track the 24-month phase-period for each eligible family, even if a family's expenses go below the appropriate phase-in percentage, during the first or second 12-month phase-in period. The phase-in must continue for families who move to another public housing unit at the same PHA. When the family is treated as a new admission under a different property/program (e.g., the family moves from public housing to the HCV program), unless the PHA has a written policy to continue the phased-in relief upon admission, the family's expense deduction will be calculated using the 10-percent threshold unless request for general relief is approved by the PHA. When a family moves with continued assistance or ports to a new PHA, the family must continue to receive the phased-in relief. The family must receive the remaining calendar months of the percentage phase-in. The PHA must use the existing phase-in documentation to determine the remaining calendar months and the percentage phase-in.

PHA Policy

The PHA will not continue the phased-in relief for families who move from public housing to HCV. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

General Relief

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in PHA policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above. HUD requires that PHAs develop policies defining what constitutes a hardship for purposes of this exemption.

The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family's financial hardship is a result of a change in circumstances. The PHA defines *a change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexam in accordance with PHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;

The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or

Other circumstances as determined by the PHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a hearing.

If the family qualifies for an exemption, the PHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, the PHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. PHAs are not limited to a maximum number of 90-day extensions.

PHAs must establish written policies regarding the types of circumstances that will allow a family to qualify for a financial hardship and when such deductions may be eligible for additional 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. The PHA will require updated verification based on the family's current circumstances. Additional extension(s) may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

Child Care Expense Hardship Exemption [24 CFR 5.611(d) and Notice PIH 2023-27]

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and that the child care expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the PHA must recalculate the family's adjusted income and continue the child care deduction.

The PHA must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The PHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. The PHA will consider qualification under this criterion on a case-by case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severely ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions.

If the PHA denies the request, the notice must specifically state the reason for the denial. PHAs must provide families 30 days' notice of any increase in rent.

If the PHA approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)]. The notice must also state the requirement for the family to report to the PHA if the circumstances that made the family eligible for relief are no longer applicable and that the family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request an informal grievance hearing.

If the family qualifies for an exemption, the PHA will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

The PHA may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in PHA policies. PHAs are not limited to a maximum number of 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHAs must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If the PHA denies the request, the notice must specifically state the reason for the denial.

PHAs must notify the family if the hardship exemption is no longer necessary and the hardship exemption will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption. The PHA will require updated verification based on the family's current circumstances. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

6-III.H. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)(ii)]

The PHA may adopt additional permissive deductions from annual income if they establish a policy in the administrative plan. Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128]. Permissive deductions may be used to incentivize or encourage self-sufficiency and economic mobility.

A PHA that adopts such deductions must have sufficient funding to cover the increased housing assistance payment cost of the deductions. A PHA will not be eligible for an increase in HCV renewal funding for subsidy costs resulting from such deductions.

PHA Policy

The PHA has opted not to use permissive deductions.

PART IV: CALCULATING FAMILY SHARE AND PHA SUBSIDY

6-IV.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-IV.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-IV.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-IV.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 family.

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-IV.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

PHA Policy

The financial hardship rules described below do not apply in this jurisdiction because the PHA has established a minimum rent of \$0.

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by the PHA.

PHA Policy

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption	
Assume the PHA has established a minimum rent of \$50.	
Family Share – No Hardship	Family Share – With Hardship
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$50 Minimum rent	\$50 Minimum rent
Minimum rent applies. TTP = \$50	Hardship exemption granted. TTP = \$15

PHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

Long-Term Hardship

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

PHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-IV.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 (Voucher 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-IV.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 lowest 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 and Individual Relief

On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability [24 CFR 982.517(e)]. (See Chapter 2 for policies regarding the request and approval of reasonable accommodations.)

Further, the PHA may grant requests for individual relief from charges in excess of the utility allowance on reasonable grounds, such as special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA an explanation of the need for individual relief and an explanation about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company.

PHA Policy

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

The PHA will consider the following criteria as valid reasons for granting individual relief:

The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.

The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.

The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all families at admission as part of the information on payment standards and utility allowances in the briefing packet. The PHA will also provide information on utility relief programs or medical discounts (sometimes referred to as “Medical Baseline discounts”) that may be available through local utility providers.

At its discretion, the PHA may reevaluate the need for the increased utility allowance at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or PHA-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

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-IV.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 FULL DEFINITION

24 CFR 5.609

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

- 1) The Federal government;
- (2) A State, Tribe, or local government;
- (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- (5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

- (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;
- (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (
- 3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

- (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
- (2) Expressly to assist a student with the costs of higher education; or
- (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) 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);

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

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount 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.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) 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.

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) 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 in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) 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.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude 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 paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such

accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) 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; and

(ii) 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.

EXHIBIT 6-2: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all nonnecessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement

arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

EXHIBIT 6-3: 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 2023-27]

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 must follow the verification guidance provided by HUD in Notice PIH 2023-27 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; 982.551; CFR 5.230; and Notice PIH 2023-27]

Consent Forms

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]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information.

Form HUD-9886 [24 CFR 5.230(b)(1), b(2), (c)(4), and (c)(5); and Notice PIH 2023-27]

All adult applicants and participants sign form HUD-9886, Authorization for Release of Information. All adult family members (and the head and spouse/cohead, regardless of age) are required to sign the Form HUD-9886 at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886 be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886 at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886 will not be submitted to the PHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

PHA Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual or interim reexamination, whichever is earlier.

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).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

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 must 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.

However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

PHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with PHA policy.

In order for a family to revoke their consent, the family must provide written notice to the PHA.

Within 10 business days of the date the family provides written notice, the PHA will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the PHA will notify their local HUD office.

7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS [24 CFR 5.609(c)(3) and Notice PIH 2023-27]

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course of action when families present multiple verifications from the same or different acceptable Safe Harbor programs.

Means-tested federal public assistance programs include:

- Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
- Medicaid (42 U.S.C. 1396 et seq.);
- Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
- Earned Income Tax Credit (EITC) (26 U.S.C. 32);
- Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
- Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
- Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
- Other programs administered by the HUD Secretary;
- Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
- Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

- Income determination effective date;
- Program administrator's signature date;
- Family's signature date;
- Report effective date; or
- Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction.

The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

PHA Policy

When available and applicable, the PHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, the PHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, the PHA will obtain third-party verification of all sources of income and assets (as applicable).

The PHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, the PHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;

- State the family size

- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, the PHA will use the most recent income determination, unless the family presents acceptable evidence that the PHA should consider an alternative verification from a different Safe Harbor source.

When the PHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexam will not be considered. If the family has a change in income that occurs after the annual reexam effective date, the PHA will conduct an interim reexam if the change meets the requirements for performing an interim reexamination as outlined in Chapter 11. In this case, the PHA will use third-party verification to verify the change.

**7-I.C. STREAMLINED INCOME DETERMINATIONS [24 CFR 960.257(c);
Notice PIH 2023-27]**

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 other inflationary adjustment factor. Streamlining policies are optional. 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.

When 90 percent or more of a family's unadjusted income is from fixed sources, the PHA may apply the inflationary adjustment factor to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income are not required to be adjusted and must not be adjusted by a COLA, but PHAs may choose to adjust sources of non-fixed income based on third-party verification. PHAs have the discretion to either adjust the non-fixed income or carry over the calculation of non-fixed income from the first year to years two and three.

When less than 90 percent of a family's unadjusted income consists of fixed income, PHAs may apply a COLA to each of the family's sources of fixed income. PHAs must determine all other income using standard verification requirements as outlined in Notice PIH 2023-27.

PHA Policy

The PHA chooses not to streamline the annual reexamination process for fixed-income sources. The PHA will obtain third-party verification, where applicable, of all sources of income annually in accordance with PHA policies in the chapter and HUD regulations.

In the following circumstances, regardless of the percentage of income received from fixed sources, the PHA will obtain third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy:

- Of all assets when net family assets exceed \$50,000;
- Of all deductions and allowances from annual income;
- If a family member with a fixed source of income is added;
- If verification of the COLA or rate of interest is not available;
- During the intake process and at least once every three years thereafter.

7-I.D. VERIFICATION HIERARCHY [Notice PIH 2023-27]

When the PHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, HUD requires the PHA to obtain third-party verification of:

- Reported family annual income;
- The value of net family assets when the net value exceeds \$50,000 (as adjusted annually);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

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:

HUD developed a hierarchy that described verification documentation from most acceptable to least acceptable. The PHA must demonstrate efforts to obtain third party verification prior to accepting self-certification except instances when self-certification is explicitly allowed.

In order of priority, the hierarchy is:

- Highest: Level 6: Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Highest: Level 5: Up-front Income Verification (UIV) using a non-EIV system
- High: Level 4:
 - Written third-party verification from the source, also known as "family-provided verification"
 - Or EIV plus self-certification
- Medium: Level 3: Written third-party verification form
- Medium: Level 2: Oral third-party verification
- Low: Level 1: Self-certification (not third-party verification)

Each of the verification methods is discussed in subsequent sections below.

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.

7-I.E. LEVEL 5 AND 6 VERIFICATION: 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 for a number of individuals. PHAs may use UIV sources before or during a family reexamination.

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.

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 annual and streamlined reexaminations of family composition and income in accordance with 24 CFR 5.236 and Notice PIH 2023-27.

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

The income validation tool (IVT) in EIV provides projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with other departments.

The following policies apply to the use of HUD's EIV system.

EIV Income and IVT Reports

PHAs are required to obtain an EIV Income and IVT report for each family any time the PHA conducts an annual reexamination. However, PHAs are not required to use the EIV Income and IVT reports:

- At annual reexamination if the PHA used Safe Harbor verification from another means-test federal assistance program to determine the family's income; or
- During any interim reexaminations.

The EIV Income and IVT Reports are also not available for program applicants at admission.

When required to use the EIV Income Report, in order for the report to be considered current, the PHA must pull the report within 120 days of the effective date of the annual reexamination.

The EIV Income Report may be used to verify and calculate income at annual reexamination if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information in EIV.

PHA Policy

Except for when Safe Harbor verification from another means-tested federal assistance program is used to determine the family's annual income, the PHA will obtain EIV income and IVT reports for all annual reexaminations for all families on a monthly basis. The PHA will ensure that all EIV Income Reports are pulled within 120 days of the effective date of the annual reexamination.

Income and IVT reports will only be used for interim reexaminations as necessary. For example, EIV may be used to verify that families claiming zero income are not receiving income from any sources listed in EIV.

Income and IVT reports will be retained in participant files with the applicable annual documents or interim reexamination documents (if applicable) for the duration of the family's participation.

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.

New Hires Report [Notice PIH 2023-27]

The New Hires Report identifies participant families who have new employment within the last six months. The report is updated monthly.

PHAs must review this information at annual reexamination except when the PHA uses Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

PHAs that do not require families to undergo interim reexaminations for earned income increases after an interim decrease are not required to review this report between a family's annual reexamination. If the PHA requires an interim for increases in earned income after an interim decrease, then the PHA must review the report quarterly after the family's interim decrease.

PHA Policy

In accordance with PHA policies in Chapter 11, the PHA does not process interim reexaminations for families who have increases in earned income. Except for instances in which the PHA uses Safe Harbor income determinations to determine a family's annual income, the PHA will only review the New Hires Report at annual reexamination.

No Income Reported by HHS or SSA Report

This report is a tool for PHAs to identify participants who passed the SSA identity test, but no income information was reported by either HHS or SSA records. This scenario does not mean that the participant does not have any income. PHAs obtain written, third-party verification of any income reported by the participant. The PHA must identify in its policies and procedures when this report will be pulled [Notice PIH 2023-27].

PHA Policy

The PHA will generate the No Income Reported by HHS or SSA Report quarterly and will retain the report.

The PHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, the PHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When the PHA determines through this report 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 Report

The EIV system verifies tenant identities against SSA records. These records are compared to HUD 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 2023-27].

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 discrepancies by obtaining appropriate documentation from the participant. When the PHA determines that discrepancies exist as a result of PHA errors such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Deceased Tenants Reports [Notice PIH 2012-4 and Notice PIH 2023-27]

The Deceased Tenant Report identifies residents that have been reported by the SSA as deceased. The PHA is required to review the report at least quarterly.

PHA Policy

The PHA will review the Deceased Tenants Report on a monthly basis.

When the Deceased Tenants Report identifies an individual as being deceased, PHAs must immediately send a letter to the head of household or emergency contact person (if the head of household is deceased and there is no other adult household member) to confirm the death of the listed household member. The PHA must notify the owner in writing of the deceased head of household.

PHAs may list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

PHA Policy

The PHA will list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy. The PHA may not designate the live-in aide as the new head of household or change the relation code on the Form HUD-50058.

Other EIV Reports [Notice PIH 2023-27]

The PHA is required to review the Multiple Subsidy Report at least quarterly and the Failed EIV Pre-Screening and Failed Verification (Failed SSA Identity Test) reports at least monthly.

Upfront Income Verification Using Non-HUD Systems

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:

HUD's EIV and IVT System

7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27]

HUD identifies two types of Level 4 verification: written-third party verification from the source and EIV + self-certification.

EIV +_Self-Certification

EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as *EIV + self-certification*. When calculating income using this method, the PHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

PHA Policy

At annual reexamination, if the PHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, the PHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

The PHA will use an average of the last two quarters of income listed in EIV to determine income from employment. The PHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, the PHA will use written third-party verification from the source as outlined below.

The PHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

Written Third-Party Verification from the Source

Written, third-party verification from the source is also known as “tenant-provided verification.” In order to qualify as written-third party verification from the source, the documents must be original or authentic and (generally) dated within 120 days of the date received by the PHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation. Documents 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. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer’s transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs when calculating income using third-party verification from the source. For new income sources or when two pay stubs are not available, the PHA should determine income based on the information from a traditional written, third-party verification form or the best available information.

When the family disputes EIV-reported employment income, the PHA uses written third-party verification.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

PHA Policy

In general, the PHA will use third-party verification from the source in the following circumstances:

- At annual reexamination when EIV + self-certification is not used;

- For all new admissions; and

- For all interim reexaminations.

The PHA will not use this method if the PHA is able to use an income determination from a means-tested federal assistance program or if the PHA uses EIV + self-certification as outlined above.

In general, third-party documents provided by the family or the source must be dated within 120 days of the date received by the PHA. However, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

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. 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 from the family or will use a lower form of verification such as a written third-party verification form.

When verification of assets held by a banking or financial institution is required, the PHA will obtain one statement that reflects the current balance of the account.

When pay stubs are used, 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.

7-I.G. LEVEL 3 VERIFICATION: WRITTEN, THIRD-PARTY FORM [Notice PIH 2023 -27]

This type of verification is a form developed by the PHA and used uniformly for all families when needed to collect information from a third-party source. This is known as “traditional third-party verification.” PHAs send a PHA-developed form directly to the third-party source by mail, fax, or email and the source completes the form by hand (in writing or typeset).

The PHA may use this method when higher forms are unavailable or are rejected by the PHA or when the family is unable to provide acceptable verification. The PHA may skip this level of verification and may instead substitute oral third-party verification before moving to self-certification.

PHA Policy

Typically, the PHA will attempt to send written third-party verification forms to the verification source whenever higher forms of verification are unavailable.

However, on a case-by-case basis, the PHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third party verification form.

7.I.H. LEVEL 2: ORAL THIRD-PARTY VERIFICATION [Notice PIH 2023-27]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

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 must 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.

The PHA may skip this level of verification if they attempted written third-party verification via a form and the source did not respond and move directly to self-certification.

PHA Policy

In general, the PHA will attempt to obtain written third-party verification via a form from the verification source. If written third-party verification forms are not returned within 10 business days, the PHA will accept self-certification from the family without attempting to obtain oral third-party verification.

However, if the PHA chooses to obtain oral third-party verification, the PHA will document in the file the date and time of the telephone call or visit, the name of the person contacted and the telephone number, as well as the information confirmed.

When Third-Party Verification is Not Required [Notice PIH 2023-27]

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.

7-I.I. LEVEL 1: NON-THIRD-PARTY VERIFICATION TECHNIQUE: SELF-CERTIFICATION [Notice PIH 2023-27]

Non-third-party verification consists of a signed statement of reported income and/or expenses. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other required verification techniques.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$50,000 or less and the PHA has adopted a policy to accept self certification
- The family declares that they do not have any present ownership in any real property
- A family states that they have non-recurring income that will not be repeated in the coming year; and/or
- 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 self-certification, the family's file must be documented to explain why third-party verification was not available.

HUD does not require that a self-certification be notarized; however, HUD recommends including language on any self-certification to ensure the certifier understands the consequences of knowingly providing false information.

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.

All self-certifications will include the following language:

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties (18 U.S.C. 287, 1001, 1010, 1012; 31 U.S.C. 3279, 3802)."

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.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) Current U.S. passport Current government employer identification card with picture	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

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 must be signed by the family member whose information or status is being verified.

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 themselves to be a participant.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2023-27]

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 their 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

While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available.

If the tenant's SSN becomes verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then the PHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

PHA Policy

The PHA will verify an individual's SSN in the situations described above using the method described above as a last resort when no other forms of verification of the individual's SSN are available.

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 under 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 not 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), if the PHA so requests.

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 their 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 their parents (see below).

Independent Student

PHA Policy

The PHA will verify a student's independence from their 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 their 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. 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.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as described in Section 4-III.C. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-IX.D.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6 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 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.

PHA Policy

The following policies do not apply when the PHA uses a safe harbor income determination from a means-tested federal assistance program.

7-III.A. EARNED INCOME

Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer or in UIV verification sources, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year or tips anticipated to be received in the coming year.

Wages

PHA Policy

When the PHA requires third-party verification of wages, 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

The PHA must obtain written, third-party verification when the income type is not available in EIV. This includes income from self-employment.

PHA Policy

Business owners and self-employed persons will be required to provide:

Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.).

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.

For self-employed individuals who claim they do not to file tax returns, The PHA will obtain a completed copy of IRS Form 4506-T to verify that no return has been filed.

For those employed in "gig employment" (i.e., those in formal agreements with on-demand companies such as Uber, Lyft, or DoorDash), the PHA will provide a format for the individual to declare their income and expenses. The PHA will also review the printed statement of monthly income from the applicable app for all hours worked and pay received as well as the Schedule C of the individual's tax return and the corresponding IRS Form 1099 or 1099k.

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 [Notice PIH 2023-27]

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 120 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 120 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.

Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-III.D. ALIMONY OR CHILD SUPPORT [Notice PIH 2023-27]

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders. A copy of a court order or other written payment agreement alone may not be sufficient verification of amounts received by a family.

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 12 months 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

Note: Families are not required to undertake independent enforcement action.

7-III.E. NONRECURRING INCOME [Notice PIH 2023-27]

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year.

PHA Policy

The PHA will accept self-certification from the family stating that income will not be repeated in the coming year. However, the PHA may choose, on a case-by-case basis, to require third-party verification that income sources will not be repeated in the coming year.

7-III.F. ASSETS AND INCOME FROM ASSETS

Net Family Assets [24 CFR 5.603]

At admission and reexam, for families with net assets totaling \$50,000 or less (adjusted annually), the PHA may, but is not required to, accept the family's self-certification that the family's assets do not exceed \$50,000 without taking any additional steps to verify the accuracy of the declaration. The declaration must include the amount of income the family expects to receive from assets which must be included in the family's income. This includes declaring income from checking and savings accounts which, although excluded from the calculation of net family assets (because the combined value of non-necessary personal property does not exceed \$50,000), may generate asset income. PHAs must clarify during the self-certification process which assets are included/excluded from net family assets.

For PHAs that choose to accept self-certification, the PHA is required to obtain third-party verification of all assets, regardless of the amount, at least once every three years.

PHAs who choose not to accept self-certifications of assets must verify all families' assets on an annual basis.

When net family assets have a total value over \$50,000, the PHA may not rely on the family's self-certification. Third-party verification of assets is required when net family assets exceed \$50,000, adjusted annually by HUD.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

PHA Policy

For families with net assets totaling \$50,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question. Any income the family expects to receive from assets will be included in the family's annual income. The family will be required to provide third-party verification of net family assets every three years.

When verification is required, in determining the value of checking or savings accounts, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account when verification is required and the rate of return is known, the PHA will multiply the current balance of the account by the current rate of interest paid on the account. If a checking account does not bear interest, the anticipated income from the account is zero.

Self-Certification of Real Property Ownership [24 CFR 5.618(b)(2)]

The PHA must determine whether a family has present ownership in real property that is suitable for occupancy for purposes of determining whether the family is compliant with the asset limitation described in Chapters 3 and 12. At admission and reexam, the PHA may accept a self-certification from the family that the family does not have any present ownership in any real property that is suitable for occupancy. If the family declares they have present ownership in real property, the PHA must obtain third-party verification.

PHA Policy

Both at admission and reexam, the PHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

If the family declares they have a present ownership in real property, the PHA will obtain third-party verification of the following factors: whether the family has the legal right to reside in the property; whether the family has effective legal authority to sell the property; and whether the property is suitable for occupancy by the family as a residence. However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

7-III.G. 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. 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]. The PHA needs to verify only those certifications that warrant documentation [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.

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.H. 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.I. FEDERAL TAX REFUNDS OR REFUNDABLE TAX CREDITS **[Notice PIH 2023-27]**

PHAs are not required to verify the amount of the family's federal tax refund or refundable tax credit(s) if the family's net assets are equal to or below \$50,000 (adjusted annually for inflation), even in years when full verification of assets is required or if the PHA does not accept self-certification of assets. PHAs must verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than \$50,000.

7-III.J. RETIREMENT ACCOUNTS

PHA Policy

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.K. INCOME FROM EXCLUDED SOURCES [Notice PIH 2023-27]

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. For fully excluded income, the PHA is **not** required to document why third-party verification is not available, or report the income on the 50058. *Fully excluded income* is defined as income where the entire amount qualifies to be excluded from the annual income determination in accordance with 24 CFR 5.609(b) and any *Federal Register* notice on mandatory exclusions issued by HUD (for example, food stamps, earned income of a minor, or foster care funds).

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).

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.L. ZERO INCOME STATUS REVIEWS [Notice PIH 2023-27]

A *zero income review* is an assessment, sometimes periodic, performed by the PHA of the income of a family who claims that they do not receive income from any source, including from assets. During such reviews, it is common for PHAs to request that families complete and sign a worksheet explaining how they pay for the household's expenses. HUD does not require PHAs to conduct periodic zero income reviews. In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR § 5.609(b)(24)(vi)]. PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

PHA Policy

The PHA will check UIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, child support, etc., are not being received by families claiming to have zero annual income.

The PHA will also require that each family member who claims zero income status complete a zero-income form. If any sources of income are identified on the form, the PHA will verify the income in accordance with the policies in this chapter prior to including the income in the family's annual income.

The PHA will only conduct interims in accordance with PHA policy in Chapter 11.

7-III.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students. Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)]. Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institution of higher education not otherwise excluded by the federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)].

PHA Policy

The PHA will request written third-party verification of both the source and the amount of student financial assistance. 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, unless the student's only source of assistance is assistance under Title IV of the HEA, the PHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

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.N. 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 their 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 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 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. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) ([Pub. L. 104-191](#), 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed health and medical care expenses. The PHA may not request documentation beyond what is sufficient to determine anticipated health and medical care costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

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.

When income is projected at new admission or interim, 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.

When income is projected at new admission or interim, if third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified health and medical care 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 health and medical care 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 health and medical care expense deduction, the costs must qualify as medical expenses. See Chapter 6 for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the health and medical care expense 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

At new admission and interim reexam, 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.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed auxiliary apparatus or attendance care costs. The PHA may not request documentation beyond what is sufficient to determine anticipated reasonable attendant care and auxiliary apparatus costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

Attendant Care

PHA Policy

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.

When income is projected at new admission or interim, if third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

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 Chapter 6.).
- The expense is not reimbursed from another source (as described in Chapter 6.).

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. 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 their 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.

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.

EXHIBIT 7-1: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]	
• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA. • Except for persons 62 or older, all noncitizens must sign a verification consent form • Additional documents are required based upon the person's status.	
Elderly Noncitizens • 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.	
All other Noncitizens • Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.	
• Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS”	• Form I-94 Arrival-Departure Record with no annotation accompanied by: • A final court decision granting asylum (but only if no appeal is taken); • 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); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.	• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
• 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 • 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>	

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.

PHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to the PHA for review.

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)].

PHA Policy

The PHA shall utilize the Property Maintenance Code of the City of Dubuque. Any references within the Admin Plan referring to the Property Maintenance Code and HQS shall be considered one and the same. Housing governed by this code shall meet the housing quality standards promulgated by the United States Department of Housing and Urban Development (HUD), title 24, Code of Federal Regulations, part 982.401 (a) through (n).

Only units with current rental licenses issued in accordance with the Property Maintenance Code of the City of Dubuque will be acceptable.

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 PHA defines life-threatening conditions as a structure or condition that may endanger the life, health, or safety of the occupant and meets the criteria in Sections 108 & 109 of the International Property Maintenance Code as:

1. An unsafe structure
2. Unsafe equipment
3. A structure unfit for human occupancy
4. An unlawful structure
5. A dangerous structure or premises
6. Imminent danger of structural failure or collapse

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 that 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; 40 CFR 745.227]. 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 not charge a fee for failed reinspections.

Remote Video Inspections (RVIs) [Notice PIH 2020-31]

As an alternative to some or all on-site inspections, the PHA may, but is not required to, perform HQS inspections from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstances in which the application of technology provides insufficient information or evidence to allow the PHA to make appropriate determinations about whether a condition violates HQS, Notice PIH 2020-31 requires that if a PHA chooses to implement RVIs, the PHA should have policies and procedures in place to address such limitations.

PHA Policy

The PHA will not conduct any HQS inspection using RVI.

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, as defined in the City of Dubuque Property Maintenance Code. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency. All attempts will be made to inform the landlord of all inspections, however; inspections consisting of immediate health and safety items may be performed if the PHA is unable to contact the landlord.

Except in the case of any contagious illness, cancellations by the tenant or landlord of scheduled inspections must be approved by the landlord. Cancellations or rescheduling

required by the PHA will be acknowledged in writing to both the landlord and tenant, when practicable.

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. 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 five business days 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.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

PHA Policy

All utility services must be available for testing at the time of the initial inspection to ensure the utilities are operational before the HAP contract is executed and before the dwelling unit is determined to be acceptable.

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 biennially within 24 months of the last full HQS inspection. The PHA reserves the right to require annual inspections of any unit or owner at any time.

The PHA will not rely on alternative inspection standards.

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 five business days 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); 24 CFR 985.3(e); 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 three months. The selected sample should be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

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 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 within five 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 60 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.

The PHA will not accept self-certification of HQS repairs.

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).

Once the housing assistance payment has been abated, if it is necessary to relocate the family, the HAP contract shall be terminated, and the family shall be issued a Voucher to find another unit. Any HAP contract with a unit under abatement for 60 days shall be terminated and the family shall be issued a Voucher to find another unit.

The PHA will inspect abated units within five 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.

HAP contracts will be terminated immediately, without application of the rent abatement process described above, in cases of owner failure to repair life-threatening conditions within the required 24-hour time period. This applies only to cases in which the owner is responsible for the situation not when the tenant has caused the violation.

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.

PHA-Owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. 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 the rent reasonableness determination 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).

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. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units.

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 Comparables

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 2020-19].

Note: Notice PIH 2020-19, issued August 21, 2020, 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 five 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 Heath/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.

- *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.
- *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.
- *Sanitary Conditions.* The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- *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 their rights and obligations under the Violence against Women Act (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, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 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. The PHA will not accept missing information over the phone.

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, or by fax. The PHA will not accept corrections by phone.

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, or by fax. The PHA will not accept corrections over the phone.

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, 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.. 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, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member [see 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 they were imminently threatened by harm from further violence if they 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 to another unit within the PHA's jurisdiction 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, stalking, or human trafficking, 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, stalking, or human trafficking, 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 receiving 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 initial 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 initial PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

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 (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, stalking, or human trafficking, and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit [see 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 receiving PHA'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 90 days.

Voucher Extensions and Expiration

PHA Policy

The initial 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

Documentation of participation in the earned income disallowance (EID) benefit

Documentation of participation in a family self-sufficiency (FSS) program

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 receiving 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

The initial PHA's decision as to whether to accept late billing will be based on internal PHA factors, including the initial PHA's leasing or funding status. If the PHA has not received an initial billing notice from the receiving PHA within the billing deadline and does not intend to honor the late billing, 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. In this case, the PHA will send the receiving PHA a written confirmation of its decision by mail.

Among other considerations as to whether to accept late billing will be 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

The initial PHA will utilize direct deposit to ensure that the payment is received by the deadline unless the receiving PHA notifies the initial PHA that direct deposit is not acceptable to them. 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.

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. The PHA will suggest that the family attend a full briefing at a later date.

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.

Part IV: Non-Interim Reexamination Transaction. This part describes transactions that do not entail changes to the family's adjusted income.

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.

Unlike when performing an interim reexamination or at intake, at annual reexamination, the PHA must determine the income of the family for the previous 12-month period, except where the PHA uses a streamlined income determination. Income from assets, however, is always anticipated, irrespective of the income examination type [Notice PIH 2023-27]. PHAs also have the option of using a "safe harbor" income verification from another federal means-tested program to verify gross annual income. Chapter 7 contains the PHA's policies related to streamlined income determinations and the use of safe harbor income verifications.

11-I.B. 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

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (see Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

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 date and appointment time.

If a family fails to attend two scheduled interviews without PHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family's address of record, and to any alternate address provided in the family's file.

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.

The City of Dubuque will only require an interview at the first annual reexamination. Annual reexaminations are conducted by mail thereafter unless the family requests a reasonable accommodation, or if the PHA has deemed an interview to be necessary to appropriately conduct the reexamination.

11-I.C. 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 bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form as well as supporting documents or forms related to the family's income, expenses, and family composition.

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 or initial review by the caseworker. 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).

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.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established 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 their 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 their 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 their own income or the income of their 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 their own income and the income of their parents (if applicable), the PHA will process a reexamination in accordance with the policies in this chapter.

11-I.E. CALCULATING ANNUAL INCOME AT ANNUAL REEXAMINATION [24 CFR 5.609(c)(2) and Notice PIH 2023-27]

The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination as indicated in Chapter 7 of this policy. The PHA may also use Safe harbor income determinations dated within the last 12 months from a means-tested federal public assistance program at annual reexamination as outlined in Chapter 7 of this policy.

Except when using streamlined or Safe Harbor income determinations, in determining the income of the family for the previous 12-month period, any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination in accordance with PHA policies and 24 CFR 5.657(c) or 960.257(b) must be considered.

Income from assets is always anticipated, irrespective of the income examination type.

A change in income may be a loss of income or the addition of a new source of income. Changing to a different employer in the prior year does not necessarily constitute a change if the income earned from either employer is substantially the same. The PHA should look at the entirety of the family's unearned income and earned income from the prior year in which earned income may have been one constant job or many different jobs that start and stop.

Cost of Living Adjustments (COLA) to Social Security income and Social Security disability income are always considered changes to income because the COLA is an adjustment that automatically occurs annually by law. See Chapter 6 for PHA policies on when the COLA is applied and Chapter 7 on streamlined determination of income for inflationary adjustments.

Notice PIH 2023-27 lists the following steps to calculate both earned and unearned income at annual reexamination.

Step 1: The PHA determines annual income for the previous 12-month period by reviewing the following information:

- The EIV Income Report pulled within 120 days of the effective date of the annual reexamination;
- The income reported on the most recent HUD-50058; and
- The amount of prior-year income reported by the family on the PHA's annual reexamination paperwork.

Step 2: The PHA takes into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed, the PHA must use the annual income from the interim to determine the family's total annual income, provided there are no additional changes.
- If the PHA did not perform an interim or there have been changes since the last reexamination, the PHA moves to Step 3.

Step 3: If there were changes in annual income not processed by the PHA since the last reexamination, the PHA must use current income. The family will be required to report their income for the prior year and whether there have been permanent changes.

If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income. For example, the PHA may use the following documentation:

- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)
- Current written third-party verification from the source verifying prior-year income that is dated within 120 days of receipt by the PHA, for example:
 - Year-end statements
 - Paycheck with year-to-date amounts
 - Tax forms (Form 1040, W2, 1099, etc.)

If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, the PHA must follow the verification hierarchy (described in Chapter 7) to document and verify income. Exhibit 11-1 provides detailed examples of how the PHA calculates income from different sources at annual reexamination using the above method.

PHA Policy

When income is calculated using a streamlined income determination or Safe Harbor determination from a means-tested federal public assistance program in accordance with PHA policies in Chapter 7, the above is not applicable. However, where the family disagrees with the PHA or other agency's determination of income or the PHA has other reason to use third-party verification in these circumstances, then the above will apply.

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; Notice PIH 2023-27]

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.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

Reporting

PHAs must require families to report household composition changes; however, PHAs determine the timeframe in which reporting happens [Notice PIH 2023-27]. The PHA must adopt policies prescribing when and under what conditions the family must report changes in income and family composition [24 CFR 960.257(b)(5)].

PHA Policy

All families must report all changes in family and household composition that occur between annual reexaminations within 10 business days of the change.

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)].

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)].

Although the PHA must verify aspects of program eligibility when any new family member is added, the Streamlining Final Rule removed the requirement that PHAs conduct a reexamination of income whenever a new family member is added. The PHA may state in policy that an income reexamination will be conducted.

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 15 consecutive days or 30 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 promptly make its determination after 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 household 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. The PHA must process an interim for all decreases in adjusted income when a family member permanently moves out of the unit.

PHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 30 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

Overview

Interim reexaminations for changes in income or expenses may 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.

The PHA must estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination [24 CFR 5.609(c)(1)]. Policies for projecting income are found in Chapter 6.

Interim Decreases [24 CFR 982.516(c)(2) and Notice PIH 2023-27]

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in PHA policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member; or
- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

PHA Policy

The PHA will conduct an interim reexamination any time the family's adjusted income has decreased by any amount.

Interim Increases [24 CFR 982.516(c)(3) and Notice PIH 2023-27]

Increases Less than 10 Percent

PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income.

Increases 10 Percent or Greater

PHAs must conduct an interim reexamination of family income when the PHA becomes aware that the family's adjusted income has changed by an amount that the PHA estimates will result in an increase of 10 percent or more in adjusted income, with the following exceptions:

- PHAs may not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
- PHAs may choose not to conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

When the family previously received an interim reexamination for a decrease to adjusted income during the same annual reexamination cycle, a PHA has the discretion whether to consider a subsequent increase in earned income.

PHA Policy

When a family reports an increase in their earned income between annual reexaminations, the PHA will not conduct an interim reexamination, regardless of the amount of the increase, and regardless of whether there was a previous decrease since the family's last annual reexamination.

The PHA will process an interim reexamination for any increases in unearned income of 10 percent or more in adjusted income.

The PHA will not perform an interim reexamination when a family reports an increase in income (whether earned or unearned income) within three months of their annual reexamination effective date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases in accordance with the PHA policies in Chapter 14.

Concurrent Increases in Earned and Unearned Income [Notice PIH 2023-27]

When the family reports an increase in both earned and unearned income at the same time, the PHA must look at the earned and unearned income changes independently of each other to determine if an interim reexamination is performed. The PHA will only conduct an interim reexamination when the increase independently meets the 10 percent threshold and all other requirements for performing interim reexaminations. For example, if a family reported increases in both earned and unearned income that overall resulted in a 12 percent increase in their adjusted income, but the change in earned income represented a 7 percent increase and the change in unearned income represented a 5 percent increase, the PHA may not perform an interim for either change since neither change meets the 10 percent threshold amount independently. If the change in unearned income met the 10 percent threshold in this case, the PHA would be required to perform an interim. If the change in earned income met the 10 percent threshold in this case, the PHA would refer to PHA policy to determine whether an interim was required.

Cumulative Increases [Notice PIH 2023-27]

A series of smaller reported increases in adjusted income may cumulatively meet or exceed the 10-percent increase threshold, at which point the PHA must conduct an interim reexamination in accordance with PHA policy.

Family Reporting

The PHA must adopt policies consistent with HUD regulations prescribing when and under what conditions the family must report a change in family income or composition [24 CFR 982.516(d)].

PHA policy may require families to report only changes that the family estimates meet the threshold for an interim reexamination or the PHA may establish policies requiring that families report all changes in income and household composition, and the PHA will subsequently determine if the change requires an interim reexamination [Notice PIH 2023-27].

When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income. For example, if the family is reporting a decrease in adjusted income that is more than 10 percent, but the family also had a change in assets that would result in a change in income, the change in assets must also be reviewed [Notice PIH 2023-27].

PHA Policy

The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the change takes effect. 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.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.

If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Chapter 7. The PHA will ask the family to report changes in all aspects of adjusted income at this time. 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, email, fax, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

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.

11-II.D. EFFECTIVE DATES [24 CFR 982.516(e) and Notice 2023-27]

Changes Reported Timely [Notice PIH 2023-27]

If the family reports a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must provide the family with 30 days advance written notice. The rent increase is effective the first of the month after the end of that 30-day notice period.
- Rent decreases are effective on the first of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.

Changes Not Reported Timely [Notice PIH 2023-27]

If the family failed to report a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income.
- For rent decreases, the PHA must implement the change no later than the first rent period following completion of the interim reexamination.

However, the PHA may choose to adopt a policy that would make the effective date of the rent decrease retroactive to the first of the month following completion of the reexamination. PHAs may choose to establish conditions or requirements for when such a retroactive application would apply. PHAs that choose to adopt such policies must ensure the earliest date that the retroactive decrease is applied is the later of:

- The first of the month following the date of the change that led to the interim reexamination; or
- The first of the month following the most recent previous income examination.

In applying a retroactive change in rent as the result of an interim reexamination, the PHA must clearly communicate the effect of the retroactive adjustment to the family so that there is no confusion over the amount of the rent that is the family's responsibility.

PHA Policy

In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.

However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim decreases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

The PHA will also clearly communicate the effect of the retroactive adjustment to the owner.

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.

PART IV: NON-INTERIM REEXAMINATION TRANSACTIONS [Notice PIH 2023-27]

Families may experience changes within the household that do not trigger an interim reexamination under PHA policy and HUD regulations but which HUD still requires the PHA to report to HUD via Form HUD-50058. These are known as *non-interim reexamination transactions*. In these cases, PHAs will submit a separate, new action code on Form HUD-50058. The following is a list of non-interim reexamination transactions:

- Adding or removing a hardship exemption for the child care expense deduction;
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (the phased-in relief will begin at an eligible family's first annual or interim reexamination, whichever is sooner, after January 1, 2024);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100 percent) of a family member's increase in employment income at the start of the second 12- month EID period.
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

PHAs must make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.

EXHIBIT 11-1: CALCULATING INCOME AT ANNUAL REEXAMINATION

Example 1: Calculating Annual Income at Annual Reexamination Using EIV

Staff are processing the 3/1/2024 annual reexamination for Ruby Myers and her minor daughter, Georgia. No interim reexaminations have been processed, and Ruby has not reported any changes to annual income to the PHA since the 3/1/2023 annual reexamination. The SSA published 2024 COLA is 7 percent.	
<u>Last reexamination – 3/1/2023 Annual Reexamination</u>	
<u>Ruby:</u>	<u>Georgia:</u>
<u>Wages: \$30,000</u>	<u>SSI: \$10,980 (\$915 monthly)s</u>

The EIV report pulled on 12/15/2023

Ruby:	Georgia:
Wages Total: \$33,651	SSI Total: \$10,980
Quarter 3 of 2023: \$8,859 (City Public School)	2023 benefit \$915 monthly
Quarter 2 of 2023: \$8,616 (City Public School)	
Quarter 1 of 2023: \$8,823 (City Public School)	
Quarter 4 of 2022: \$7,353 (City Public School)	

<u>Income Reported on Reexamination Application</u>	
Ruby: <u>Wages at City Public School: \$32,000</u> (switched jobs but no permanent change to amount)	Georgia: <u>SSI benefits: \$10,980 (no changes)</u>
<u>Calculating Ruby's wages:</u> Step 1: Determine prior annual income from EIV (i.e., Q4 2022 through Q3 of 2023: \$33,651). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies that the \$33,651 of wages in EIV is accurate and reflects her current annual income, so the PHA will use \$33,651 for annual wages for the 3/1/2024 annual reexamination given there have been no additional changes to annual income.	<u>Calculating Georgia's SSI benefit:</u> Step 1: Determine the prior annual income from EIV (i.e., \$915 x 12 months: \$10,980). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies the SSI income in EIV is accurate and reflects Georgia's current annual income. The PHA must adjust the prior-year income (2023 SSI benefit) by the 7- percent COLA and will use this amount to calculate annual SSI income for the 3/1/2024 annual reexamination: COLA: \$64.05 (\$915 x 0.07) New gross SSI benefit: \$11,748.60 (\$979.05 x 12 months)
If Ruby did not agree with the annual wages reported in EIV, the PHA/MFH Owner would be required to verify her current income in accordance with HUD's verification hierarchy.	
<u>Summary of Annual Income (as reported on the HUD-50058)</u>	
Ruby (Head of Household): Other Wage: \$33,651 Myers Family Total Annual Income: \$45,399	Georgia (Other Youth Under 18): SSI: \$11,748

**Example 2: Calculating Annual Income at Annual Reexamination Using EIV:
Family Disagrees with EIV**

Staff are processing Paul Hewson's 5/1/2024 annual reexamination. Since the last annual reexamination, Paul reported a decrease in annual income that exceeded 10 percent. Last year, Paul reported a decrease in earned income because he transferred from a full-time job at Sasha's Sweets to a part-time job at Viking Bakery. Following HUD's EIV verification hierarchy, staff confirmed Paul was no longer employed at Sasha's Sweets and decreased his anticipated annual income from \$28,000 to \$7,500 resulting from his new part-time employment at Viking Bakery; an interim reexamination was processed effective 7/1/2023. After the 7/1/2023 interim, Paul worked briefly at two different jobs, but he says he is no longer working and is not planning to work.

5/1/2023 Annual Reexamination

Wages: \$28,000

The EIV report pulled on 1/15/2024

Wages Total: \$18,271

Quarter 3 of 2023: \$2,500 (Viking Bakery)

Quarter 3 of 2023: \$796 (Sweet Tooth Candy Bar)

Quarter 2 of 2023: \$1,300 (Sasha's Sweets)

Quarter 2 of 2023: \$584 (Larry's Concessions)

Quarter 2 of 2023: \$2,401 (Viking Bakery)

Quarter 1 of 2023: \$6,500 (Sasha's Sweets)

Quarter 4 of 2022: \$600 (Sasha's Sweets)

SS/SSI: No history of benefits

<u>Income Reported on Reexamination Application</u>
<u>Wages: \$0 (permanent change; no longer receiving)</u>
<u>Social Security: \$14,400 (\$1,200 monthly)</u>
Paul certified on the PHA's annual reexamination paperwork that he does not agree with the annual wages of \$18,271 reported in EIV and it is not reflective of his current anticipated annual income. He reported he is currently unemployed, and provided a copy of an award letter from the Social Security Administration to document that he will begin receiving a monthly disability benefit of \$1,200 effective 3/1/2024.
<u>Calculating Wages and SS Benefit</u>
Step 1: Determine prior annual income taking into consideration the 8/1/2023 interim reexamination (i.e., EIV wages reflected Q4 2022 through Q3 2023: \$18,271) Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there was a 7/1/2023 interim that reduced wages to \$7,500. Step 3: Obtain documentation to verify current income and confirm Paul is no longer employed at Viking Bakery or The Sweet Tooth Candy Bar (the employers reported in the most recent quarter of EIV). This step is necessary, because Paul did not agree with the EIV income report or income reported on the last interim reexamination. Paul reported that he is no longer working at all. Process the annual reexamination effective 5/1/2024 using annual SS income of \$14,400 and \$0 wages.
<u>Summary of Annual Income (as reported on the HUD-50058)</u>
Paul (Head of Household): \$14,400 (SS) Hewson Family Total Annual Income: \$14,400

Example 3: Calculating Annual Income at Annual Reexamination

Staff are processing the 11/1/2024 annual reexamination for Samantha and Fergus Pool, head of household and spouse. On 2/14/2024 Samantha reported her monthly child support payment was reduced from \$200 to \$100 per month, but an interim reexamination was not processed because the reduction in child support income for Samantha's daughter, Hailey, did not result in a decrease of 10 percent or more in annual adjusted income, and the PHA did not establish a lower threshold. Samantha did not report any additional changes to the PHA.

Last reexamination – 11/1/2023 Annual Reexamination

Samantha:

Business income: \$28,000

VA disability pension: \$12,000

Child support: \$2,400

Fergus:

Wages: \$8,250

Other non-wage income: \$3,000 (Go Fund Me online fundraiser)

The EIV report pulled on 9/16/2024

Samantha:

Wages Total: \$0 (no wage data reported since Q1 2023)

Fergus:

Wages Total: \$8,600

Quarter 1 of 2024: \$2,100 (Ian's Fish 'n' Chips)

Quarter 1 of 2024: \$500 (Claire's Healthcare Supplies)

Quarter 4 of 2023: \$1,000 (Claire's Healthcare Supplies)

Quarter 3 of 2023: \$1,800 (The Onion Garden Shop)

Quarter 2 of 2023: \$3,200 (Ivar's Fish Haus)

Current Family Circumstances: Income Reported on Reexamination Application

Samantha and Fergus reported how much income was earned/received in the previous 12-month period and noted permanent changes, where applicable, for each source of their income on PHA's annual reexamination form. However, no information was reported by the family concerning other non-wage income. Fergus reported only wages and his current employment at Ian's Fish 'n' Chips for the annual reexamination. The family supplied the supporting documentation noted below to the PHA for the 11/1/2024 annual reexamination.

Samantha:

Business income: \$28,750 (last year); has decreased to \$18,000 (permanent change)

VA disability benefit: \$12,000 (last year); has increased to \$12,300 (permanent change)

Child support: \$2,400 (last year); has decreased to \$1,200 (permanent change)

Fergus:

Wages: \$6,000

Calculating Samantha's Net Business Income

Step 1: Determine prior annual net business income (i.e., \$28,000 on last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: Adjust to reflect current net business income. Samantha reported on the annual reexamination application that business income permanently decreased to \$18,000. The PHA must obtain supporting documentation from Samantha that demonstrates current net business income. Samantha provided documentation that supported the current annual net business income is \$18,000. Process the annual reexamination effective 11/1/2024 using annual net business income determined in Step 3.

Calculating Samantha's VA Pension Income

Step 1: Determine prior annual VA pension income (i.e., \$12,000 supported by a VA award letter Samantha supplied that documents the prior year monthly VA pension was \$1,000).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The PHA needs to adjust to reflect current VA pension income. Samantha supplies a VA award letter showing a monthly pension of \$1,025, or \$12,300 annually. Process the annual reexamination effective 11/1/2024 using annual VA pension income determined in Step 3 (\$12,300 in this example).

Calculating Samantha's Child Support Income

Step 1: Determine prior annual child support income (i.e., \$2,400 on the last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination. The family reported a decrease from \$200 to \$100 monthly, but the change was not processed because it did not meet the threshold.

Step 3: The family reported changes, so the PHA must adjust to reflect current child support income. In this example, the family submitted a child support history report from the local child support office that documents regular \$100 monthly child supports payments beginning 3/1/2024 through the current month. Process the annual reexamination effective 11/1/2024 using current annual child support income determined in Step 3 (\$1,200 in this example).

Calculating Fergus' Wages

Step 1: Determine prior annual income from wages in EIV (i.e., Q2 2023 through Q1 of 2024: \$8,600).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: There is a discrepancy between what the family reported and EIV, so the PHA must verify and adjust to reflect current annual income from wages. Fergus reported \$6,000 in annual income from wages on the annual reexamination from a single employer, Ian's Fish 'n' Chips. The PHA projected annual income of \$7,800 based on the two paystubs for this employer, and EIV shows \$8,600 earned in the most recent four quarters in EIV. To complete Step 3, the PHA must do the following:

- Resolve the discrepancy between EIV wages, the \$6,000 annual income Fergus reported, and the \$7,800 projected based on the paystubs he provided, and
- Verify he is no longer employed at Claire's Healthcare Supplies in accordance with HUD's verification hierarchy and local policies.

The PHA determined that Fergus reported his net vs. gross annual income from wages, which he corrected on the annual reexamination form to reflect his current gross annual income of \$9,000. The PHA verified Fergus was no longer employed at Claire's Healthcare Supplies and obtained two additional paystubs. Based on four current and consecutive paystubs, Fergus is now projected to earn \$9,360 annually. Process the annual reexamination effective 11/1/2024 using income from wages determined in Step 3 (\$9,360 in this example).

Calculating Fergus' Other Non-Wage Income

Step 1: Determine prior annual income from other non-wage income (i.e., \$3,000 on the last HUD– 50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The family did not report any non-wage income on the annual reexamination form, but it was included on the last HUD–50058. The PHA must verify and adjust to reflect current non-wage income. The PHA must verify no income was received through a “Go Fund Me” online fundraiser so that it may be excluded. Fergus provided a self-certification that he hasn’t solicited funds online and doesn’t plan to in the following year; he also provided records from the account that documented no fundraising activity in the prior 12-month period. Process the annual reexamination effective 11/1/2024 using annual non-wage income of \$0 determined in Step 3.

Summary of Annual Income (as reported on the HUD-50058)

Samantha (Head of Household):

Own business: \$18,000

Pension: \$12,300

Child support: \$1,200

Fergus (Co-head):

Wages: \$9,360

Poole Family Total Annual Income: \$40,860

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, stalking, or human trafficking 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 their 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), 24 CFR 984.101(d)]

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 prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, stalking, or human trafficking as reasons for terminating the assistance of a victim of such abuse.

Additionally, per 24 CFR 984.101(d), 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.

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 three 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

The family may not be absent from the unit for an extended period. An extended period is defined as any period greater than two weeks or 14 calendar days. Any absences extending beyond 30 consecutive days must have PHA approval in writing prior to the absence. If the family's absence is in violation of the PHA policy, the family's assistance will be terminated.

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 who have been assisted in the HCV program the longest will be the first to be terminated, excluding families that include elderly or disabled family members.

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.

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, stalking, or human trafficking

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, STALKING, OR HUMAN TRAFFICKING

This section describes the protections against termination of assistance that the Violence against Women Act (VAWA) provides for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking. 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.*)

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

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, stalking, or human trafficking, and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit [see 24 CFR 982.354(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking 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 [see 24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking 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, sexual assault, stalking, or human trafficking [see 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)].

PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

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, stalking, or human trafficking 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, stalking, or human trafficking 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, stalking, or human trafficking 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, stalking or human trafficking

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 they are 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, stalking, or human trafficking 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 [FR Notice 3/16/07].

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 their 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 requires 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, stalking, and human trafficking 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, stalking, or human trafficking 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, stalking, or human trafficking, and the tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, stalking, or human trafficking.

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, stalking, or human trafficking is limited by the Violence against Women Act (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, stalking, or human trafficking will not be construed as serious or repeated lease violations by the victim [see 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

- Attending meetings with representatives of Dubuque Landlord Association

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 a handbook that explains the program, including HUD and PHA policies and procedures, in easy-to-understand language.

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.

- Providing other written information about how the program operates through a landlord handbook, including answers to frequently asked questions.

- 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 Act (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); 24 CFR 982.452(b)(1); and FR Notice 1/4/23]

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; Form HUD-52641, Section 13]

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

Such “covered individual” may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or for one year thereafter.

Immediate family member means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister, or brother (including a stepsister or stepbrother) of any covered individual.

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 their 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 acceptable documentation of legal ownership (e.g., deed of trust, proof of taxes for most recent year).

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 tenant-based 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 accepting 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

Generally, 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 PHA cannot make any HAP payment for any month after the month the family vacates the unit.

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 at annual reexamination 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. In addition, the PHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

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 require first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.

The PHA will provide owners with ongoing information about the program, with an emphasis on actions and situations to avoid.

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.

De Minimis Errors [24 CFR 5.609(c)(4)]

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

PHA Policy

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.

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.

IMPORTANT: PLEASE READ

Allowing special housing types is optional for PHAs, except where necessary as a reasonable accommodation. Therefore, for ease of use, policy language is included in this chapter where relevant in the event the PHA does grant use as a reasonable accommodation. Be sure to delete this box before finalizing your document.

Chapter 15

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M; New HCV GB, *Special Housing Types*]

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.

However, policy language is included in this chapter where relevant in the event the PHA does grant use as a reasonable accommodation.

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]. A single unit cannot be designated as more than one type of special housing. The PHA cannot give preference to households that wish to live in any of these types of housing and cannot require households to select any of these types of housing [New HCV GB, *Special Housing Types*, p. 3].

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; Form HUD-52641; New HCV GB,
Special Housing Types, p. 4]

15-I.A. OVERVIEW

A 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. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Single room occupancy (SRO) housing.”

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 that sanitary facilities, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

- **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, large 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 males, 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 to all persons sharing them 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; Form HUD-52641; New HCV GB,
Special Housing Types, p. 6]

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. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Congregate housing."

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 for the assisted family. 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 a refrigerator of appropriate size in the private living area of each resident, a central kitchen and dining facilities located within the premises and accessible to the residents, and food service for the residents, that is not provided by the residents themselves.

The congregate housing must contain adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

The housing quality standards applicable to lead-based paint do not apply unless a child under the age of six is expected to reside in the unit.

PART III: GROUP HOME

[24 CFR 982.610 through 982.614; Form HUD-52641; New HCV GB,
Special Housing Types, p. 8]

15-III.A. OVERVIEW

A group home is a state-approved (licensed, certified, or otherwise approved in writing by the state) 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. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Group home."

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size (voucher size) for an assisted occupant of a group home must be zero- or one-bedroom. 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 pro rata share of the payment standard for the group home size. The pro rata 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 number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

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 pro rata share of the family unit size to 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 pro rata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA must consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

The entire unit must comply with HQS requirements described in Chapter 8, 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. Doors and windows accessible from outside the unit must be lockable.
- *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 disturbing noises and reverberations, and other 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 unless a child under the age of six is expected to reside in the unit.

PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618; Form HUD-52641; Notice PIH 2021-05;
New HCV GB, *Special Housing Types*, p. 11]

15-IV.A. OVERVIEW

Families in markets with tight rental conditions or with a prevalence of single-family housing may determine a shared housing living arrangement to be a useful way to secure affordable housing. PHAs offering shared housing as a housing solution may also experienced some reduction in the average per-unit-cost (PUC) paid on behalf of assisted families.

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The unit may be a house or an apartment. 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.

Shared housing may be offered in a number of ways, including for-profit co-living (such as a boarding house, single bedroom with common living room/kitchen/dining room) run by a private company [Notice PIH 2021-05].

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 shared housing is offered as a housing option, HUD encourages PHAs to consider ways in which the families may be assisted in finding shared housing, including for-profit shared housing matching (such as roommates or single-family homes) and online sites that charge a fee for their matching services, or nonprofit shared housing matching services. HUD further encourages PHAs to include information about this housing possibility in the family's voucher briefing.

PHA Policy

The PHA will provide information to families regarding the shared housing option, including a listing to families of any known for-profit or nonprofit shared housing matching services in the community at briefing, and upon request. Families will be advised they can conduct their own internet search. Families will be cautioned to not enter into any rental agreement or pay any deposit or rental payment until the tenancy is approved by the PHA.

PHAs should be aware of potential local legal barriers to HCV participants using shared housing, which can create additional obstacles for shared housing:

- Municipalities may have occupancy limits for the number of unrelated persons who may share a housing unit.
- Local zoning codes for single family housing may restrict occupancy in certain areas to households whose family members are related by blood.

PHAs should work with local jurisdictions to find solutions that encourage affordable housing and are consistent with the Fair Housing Act, Title VI, and other federal, state, and local fair housing laws. PHAs should inform HUD if they encounter barriers to shared housing that may conflict with fair housing laws.

PHA Policy

The PHA will work with local jurisdictions as necessary to identify solutions consistent with fair housing laws and will inform HUD if the PHA encounters barriers to shared housing that conflict with fair housing laws.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Shared housing.”

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 (voucher size) or the pro rata share of the payment standard for the shared housing unit size.

The pro rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

Example: Family holds a two-bedroom voucher.
Shared housing unit size: bedrooms available to assisted family = 2
Total bedrooms in the unit: 3
2 Bedrooms for assisted family
÷ 3 Bedrooms in the unit
.667 pro rata share
2 BR payment standard: \$1200
3 BR payment standard: \$1695 $\$1695 \times .667$ (pro rata share) = \$1131 \$1131 is
lower than the \$1200 payment standard for the 2 BR family unit size \$1131 is
the payment standard used to calculate the HAP

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 pro rata 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 pro rata 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 may 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 (voucher size). A zero-bedroom or one-bedroom unit may not be used for shared housing.

PART V: COOPERATIVE HOUSING

[24 CFR 982.619; New HCV GB, *Special Housing Types*, p. 14]

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.” The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. It 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.

The occupancy agreement or lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner, and the rent must be reasonable as compared to comparable unassisted units.

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Cooperative housing.”

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 gross rent (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. The PHA remedies described in 24 CFR 982.404 do not apply. Rather, if the unit and premises are not maintained in accordance with HQS, the PHA may exercise all available remedies regardless of whether the family or cooperative is responsible for the breach of HQS.

No housing assistance payment can be made unless unit meets HQS and the defect is corrected within the period as specified by the PHA and the PHA verifies correction (see Chapter 8).

In addition to regular breaches of HQS, breaches of HQS by the family include failure to perform any maintenance for which the family is responsible in accordance with the terms of the cooperative occupancy agreement [HCV GB].

PART VI: MANUFACTURED HOMES

[24 CFR 982.620 through 982.624; FR Notice 1/18/17; New HCV GB,
Special Housing Types, p. 15;]

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 three 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) A family can purchase a manufactured home under the Housing Choice Voucher Homeownership program.
- (3) 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 REQUIREMENTS 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 designated HAP Contract (form HUD-52642) and designated Tenancy Addendum (form HUD 52642-A) for this special housing type.

15-VI.C. 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 utilities.

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 at least 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 housing assistance payment, the owner of the manufactured home space certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the same manufactured home park or elsewhere.

If requested by the PHA, the owner must give the PHA information on rents charged by the owner for other manufactured home spaces.

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.

PART VII: HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

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

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

PHA Policy

The PHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price and requires that at least one percent of the purchase price come from the family's personal resources.

There are two forms of homeownership assistance described in the regulations: monthly homeownership assistance payments and single down payment assistance grants. However, PHAs may not offer down payment assistance until and unless funding is allocated by Congress. Since this has not yet happened, only monthly homeownership assistance may be offered.

PHA Policy

The PHA will offer the monthly homeownership assistance payments to qualified families.

The Housing Choice Voucher Home Ownership Program permits eligible participants in the HCV Program, including participants with portable vouchers, the option of purchasing a home with their voucher assistance rather than renting. The homeownership option is available to newly admitted or existing participants, who do not owe monies to the City of Dubuque Housing Services or any other Housing Agency for any outstanding debts, and who meet the eligibility criteria set forth below. Additionally, participants who are in violation of their family obligations while receiving HCV assistance shall be ineligible for participation in the Section 8 Home Ownership Program.

HCV home ownership assistance may be used to purchase the following type of homes within the City of Dubuque: new or existing single-family dwelling unit, condominium, or cooperatives. The City of Dubuque Housing will also permit portability of HCV home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates an HCV home ownership program for which the participant qualifies.

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

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

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

If the PHA offers the homeownership option, participation by the family is optional. However, the family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time, homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.

PHA Policy

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

- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term *full-time employment* means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.

PHA Policy

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

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

- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

PHA Policy

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

The family has had no family-caused violations of HUD's Housing Quality standards within the past year.

The family is not within the initial one-year period of a HAP Contract.

The family owes no money to the PHA.

The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.

The family must be financially capable to qualify for HA approved financing of the home and must be financially capable to provide at least 3% of the purchase price as a minimum homeowner down payment. The City of Dubuque Rehabilitation Activity shall review lender qualifications and the loan terms before authorizing home ownership assistance.

The PHA requires that financing for purchase of a home under its HCV homeownership program complies with secondary mortgage market underwriting requirements; or complies with generally accepted private sector underwriting standards.

Each family, except families with a disabled member, must be a first-time homeowner. A first-time homeowner means that no member of the household has had an ownership interest in any residence during the three years prior to the home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a first-time home owner for purposes of the Section 8 Home ownership Program.

The Housing and Community Development Director may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. Generally, families will be considered "continuously employed" if the break in employment does not exceed two months. The Housing and Community Development Director may also consider self-employment to determine employment history. The employment requirement does not apply to an elderly or disabled family. In order to reasonably accommodate a family's participation in the program, families that include a person with disabilities may also be exempt from this requirement if an exemption is needed as a reasonable accommodation.

Participants in the Housing Choice Voucher Program shall be ineligible for participation in the Home Ownership Program if any debt or portion of a debt remains owed to the City of Dubuque or any other Housing Authority. Additionally, participants who are in violation of

their family obligations while receiving HCV assistance shall be ineligible for participation in the Home Ownership Program.

If the head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the HCV Home Ownership Program, the family will be ineligible to participate in the Home Ownership Program.

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

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

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

PHA Policy

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

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

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

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

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

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

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

Families may enter into contracts of sale for units not yet under construction. However, the PHA will not commence homeownership assistance for the family for that unit until:

1. Either the responsible entity completes the environmental review as required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction or HUD performed an environmental review under CFR part 50 and notified the PHA in writing of environmental approval of the site prior to construction commencement; and
 2. Construction of the unit has been completed and the unit has passed the required HQS inspection and independent inspection as addressed elsewhere in this chapter.
- For PHA-owned units all of the following conditions must be satisfied:
 - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
 - The unit is not ineligible housing;
 - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

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

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

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

PHA Policy

The family will be allowed 120 days to identify a unit and submit a sales contract to the PHA for review. The family will be allowed an additional 120 days to close on the home. PHAs may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case, but in no case will an extension exceed a total of 125 days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 365 days.

During these periods, the family will continue to receive HCV rental assistance in accordance with any active lease and HAP contract until the family vacates the rental unit for its purchased home.

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

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

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit.

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

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

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

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

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

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

PHA Policy

Families will not be required to participate in ongoing counseling after commencement of homeownership assistance.

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

Home Inspections

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

PHA Policy

The unit must be inspected by a PHA inspector and pass inspection according to the Property Maintenance Code of the City of Dubuque. The unit must be inspected by an independent inspector and incipient code violations identified by the independent inspector.

To assure the home complies with the Property Maintenance Code of the City of Dubuque, home ownership assistance payments must not commence until the PHA has inspected and approved the home. Another inspection must also be completed by a professional home inspector selected by the family and approved by the PHA. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. The independent inspector must provide a copy of the inspection report both to the family and to the PHA. The PHA may not pay any home ownership assistance for the family until the PHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the Property Maintenance Code of the City of Dubuque, the PHA shall have discretion to disapprove the unit for assistance under the home ownership program because of information in the inspection report.

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

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

PHA Policy

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

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

PHA Policy

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

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

While the family is receiving homeownership assistance, the PHA will conduct an HQS inspection every other year.

Contract of Sale

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

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.
- PHA Policy
- Prior to execution of the offer to purchase or sales agreement, the financing terms must be provided by the family to the PHA for approval. The purchase or sales agreement must provide for inspection by the PHA and the independent inspector and must state that the purchaser is not obligated to purchase unless the inspections are satisfactory to the PHA. The purchase or sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by the PHA. A copy of the purchase or sales agreement must be submitted to the PHA for approval.
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- A contract for the sale of a unit not yet under construction must meet all above requirements, and requirements below. Commencement of construction in violation of the below requirements voids the purchase contract.
 - The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628; and
 - The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Environmental approval may be conditioned on the contracting parties' agreement to modification to the unit design or to mitigation actions.

Disapproval of a Seller

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

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

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

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

PHA Policy

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

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

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

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

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

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD [form HUD-52649]. In the statement, the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

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

PHA Policy

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

The home will be inspected for 1 biennial inspection cycle in accordance with the City of Dubuque Property Maintenance Code and must address any life safety issues to continue receiving home ownership assistance. If the PHA determines there are problems with maintaining the home in a safe and decent manner, it is up to the Housing & Community Development Director to provide supportive services to assist the homeowner as needed. the Housing and Community Development Director may require 2 on-going biennial inspections.

A family must agree, in writing, to comply with all family obligations under the HCV Program and the PHA's home ownership policies. These obligations include (1) attending ongoing home ownership counseling, if required by the PHA; (2) complying with the mortgage terms; (3) not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving home ownership assistance and who is approved by the PHA; (4) not refinancing or adding debt secured by the home without prior approval by the PHA; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; (6) supplying all required information to the PHA, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default; (7) allowing inspections of the home and maintaining the unit in a decent and safe manner; and (8) repairing any incipient code violations identified from the independent inspector's report within six (6) months of ownership.

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

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

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

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

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

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

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

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

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

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

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i) The payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii) The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

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

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

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

The PHA does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items.

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

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

PHA Policy

The PHA will use the following amounts for homeownership expenses:

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

Utility allowance. The PHA's utility allowance for the unit, based on the current HCV utility allowance schedule.

Monthly maintenance/major repair/replacement allowance. A single monthly maintenance/repair/replacement allowance will be provided at \$120 per month.

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

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

Land lease payments. Land lease payments where a family does not own fee title to the real property on which the home is located.

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

PHA Policy

The PHA's housing assistance payment will be paid directly to the family. It will be the family's responsibility to make the entire payment to the lender. The PHA may make an exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

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

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

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

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

A family receiving homeownership assistance may move with continued tenant-based assistance or with voucher homeownership assistance.

The PHA must determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move with continued homeownership assistance. However, the following do not apply:

- The requirement that a family must be a first-time homeowner is not applicable.
- The requirement for pre-assistance counseling is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued homeownership assistance).

Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if they own any title or other interest in the prior home.

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

- If the PHA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

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

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

PHA Policy

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

The PHA will not require additional counseling of any families who move with continued assistance.

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

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

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

Homeownership assistance for a family automatically terminates 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

PHA Policy

In order for the PHA to consider granting relief from the requirement to automatically terminate homeownership assistance 180 days following the PHA's last housing assistance payment on behalf of the family, the family must submit a written request to the PHA at least 30 days prior to the date of automatic termination. The request must include an explanation of the circumstances that will cause an extreme hardship for the family (e.g., the imminent loss of income or employment) as well as documentation supporting the request. The PHA will determine on a case-by-case basis whether to grant relief from the requirement and for what period of time. In no case will the PHA postpone termination beyond an additional 90 days.

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

PHA Policy

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

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

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

Home ownership assistance will only be provided while the family resides in the home. The home must be the family's only residence. If the family moves out of the home, the HA will not continue home ownership assistance commencing with the month after the family moves out.

A participant in the HCV Home Ownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan for the City of Dubuque.

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, stalking, and human trafficking; 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).

In addition, as specified in Notice PIH 2022-18, PHAs may use administrative fee funding for both administrative and “other expenses” needed to employ strategies and undertake activities beyond regular administrative responsibilities to facilitate the successful leasing and use of housing choice vouchers by families, such as through the use of security deposit assistance and landlord recruitment and incentive payments, among other allowable expenses specified in the notice. PHAs are also permitted to use UNP for these expenses [Notice PIH 2022-18].

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 shall be based upon the City of Dubuque annual budget adopted by the City Council.

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 may 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 may 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, FR Notice 9/27/21]

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 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.

In addition, HUD allows PHAs to establish a HUD-Veterans Affairs Supportive Housing (HUD-VASH) exception payment standard. PHAs may go up to but no higher than 120 percent of the FMR or SAFMR specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD (See Section 19-III.E.).

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 City of Dubuque has elected to use SAFMRs for 52001, 52002, and 52003. The PHA will monitor the publication of SAFMRs yearly and will adjust within 90 days of HUD's publication.

SAFMRs will be set to 110% when the basic range is not high enough to meet programmatic goals such as high utilization and success rates, landlord participation, and/or reasonable rent burdens for program participants as outlined in PIH Notice 2024-34,

SAFMRs will be set to 120% when The City of Dubuque has a success rate fewer than 75% of the families to whom the PHA issued tenant-based vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; and/or more than 40% of the families with tenant based vouchers administered by the agency pay more than 30% of adjusted income as the family share as outlined in PIH Notice 2024-34.

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 (RTA) 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 share 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 50th, rather than the 40th 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 and Individual Relief

Upon request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability [24 CFR 982.517(e)]. See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation of the need for the individual relief and information about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company. Policies for granting exception utility allowances can be found in Section 6-III.D. of this plan.

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 [24 CFR 982.517(c)(1)].

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.

The participant may request to reschedule a review for good cause. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the participant. Requests to reschedule a review must be made orally or in writing prior to the review date. At its discretion, the PHA may request documentation of the conflict prior to rescheduling the review.

Any notice of the inability of the applicant to attend the review must be provided within 24 hours of the review along with third party verification of the conflict. The review officer will have the sole discretion to decide if the request is legitimate and with good cause.

If the informal review will be conducted remotely, at the time the PHA notifies the family of the informal review, the family will be informed:

Regarding the processes to conduct a remote informal review;

That, if needed, the PHA will provide technical assistance prior to and during the informal review; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal review, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal review, as appropriate.

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 [Notice PIH 2020-32]

There is no requirement that informal reviews be conducted in-person and, as such, HUD allows PHAs to conduct all or a portion of their informal review remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal reviews, applicants may still request an in-person informal review, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal reviews, the platform for conducting remote informal reviews must be accessible to persons with disabilities and the informal review must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal review process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal review is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal review to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal reviews, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal reviews.

Conducting Remote Informal Reviews

The PHA must ensure that the lack of technology or inability to use technology for remote informal reviews does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal review and, if the family does not have the proper technology to fully participate, either postpone the informal review or provide an alternative means of access.

As with in-person informal reviews, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal review. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. 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 at 24 CFR 982.554 and guidance specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal reviews via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal review will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal review will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote review, the PHA will provide the family with login information and/or conferencing call-in information and an electronic and/or physical copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the informal review and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person informal review.

If the informal review is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal review at least 24 hours before the scheduled review through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative the same day.

Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal review to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal review is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

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 their 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, and if the PHA denies a request for a reasonable accommodation (see Chapter 2).

Remote Informal Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request as a reasonable accommodation for a person with a disability, if a participant does not have child care or transportation that would enable them to attend the informal hearing, or if the participant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

Conducting Informal Hearings Remotely

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

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 at 24 CFR 982.555 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote informal hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

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.

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

The request for an informal hearing will only be considered if the family contests that the information provided by the PHA is untrue or inaccurate, or that the PHA did not follow all federal regulations, including consideration under the Violence Against Women's Act prior to their decision to act.

If the request for an informal hearing does not meet the above requirements, an informal hearing will not be provided.

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.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

- Regarding the processes involved in a remote informal hearing;

- That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and

- That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

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 no cost to the family. 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.

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

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.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day.

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 based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If either the PHA (or the family, if required in a remote hearing) 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 their 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 no charge. 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]. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA, the PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement [24 CFR 982.552(c)(1)(vii)]. 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.

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.

When an owner 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 lawsuit

- State income tax set-off program

Family Debts to the PHA

Families are required to reimburse the PHA if they were charged less rent than required because the family either underreported or failed to report income. PHAs are required to determine retroactive rent amounts as far back as the PHA has documentation of family unreported income [Notice PIH 2018-18].

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.

Refusal to Enter into an Agreement

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA must terminate assistance [Notice PIH 2018-18].

PHA Policy

When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

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

Before executing a repayment agreement with a family, the PHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the PHA that a down payment of 10 percent would impose an undue hardship, the PHA may, in its sole discretion, require a lesser percentage or waive the requirement

Payment Thresholds

Notice PIH 2018-18 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 2018-18 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

The PHA has established the following thresholds for repayment of debts:

Amounts between \$1,000 and the small claims court maximum in Iowa must be repaid within 36 months.

Amounts under \$1,000 require a minimum payment of \$25 per month unless the family can provide evidence of an undue hardship..

If a family can provide evidence satisfactory to the PHA that the threshold applicable to the family’s debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

The amount owed by the family to the PHA

The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family’s control

The family’s current and potential income and expenses

The family’s current family share, as calculated under 24 CFR 982.515

The family’s history of meeting its financial responsibilities

Execution of the Agreement

All repayment agreements must be in writing, dated, and signed by both the family and the PHA [Notice PIH 2018-18].

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 last business day of the month.

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 if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Repayment Agreement Terms

All repayment agreements must be in writing, dated, signed by both the family and the PHA, include the total retroactive rent amount owed, any amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Notice PIH 2018-18 requires certain provisions, at a minimum, 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.

SEMAP Indicators
Indicator 1: Selection from the waiting list Maximum Score: 15 • 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 from the waiting list. • 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 samples.
Indicator 2: Rent reasonableness Maximum Score: 20 • 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 at the required times. • 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.
Indicator 3: Determination of adjusted income Maximum Score: 20 • 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. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
Indicator 4: Utility allowance schedule Maximum Score: 5 • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

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 less than two 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 on or before 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 50th 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; 24 CFR 908.101]

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.

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

The PHA must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy but for a period not to exceed three years from the EOP date [Notice PIH 2018-18].

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.

PHA Policy

The PHA will keep for at least three years records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, the equal access final rule, or VAWA.

The PHA must keep confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking 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 [see 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.

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, Stalking, or Human Trafficking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking 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 and funding reserves, 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 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking 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.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

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, Stalking and Human Trafficking"; 10-I.A, "Allowable Moves"; 10-I.B, "Restrictions on Moves"; 12-II.E, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking"; and 12-II.F, "Termination Notice."

16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- 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 *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 committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
 - The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
 - A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
 - A person with whom the victim shares a child in common
 - A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
- The term economic abuse means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitle, including using coercion, fraud, and manipulation to:
 - Restrict a person's access to money, assets, credit, or financial information
 - Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
 - Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
- 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 their safety or the safety of others, or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
 - Internet enabled devices
 - Online spaces and platforms
 - Computers
 - Mobile devices
 - Cameras and imaging programs
 - Apps
 - Location tracking devices
 - Communication technologies
 - Any other emergency technologies

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

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.

Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

PHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

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, human trafficking, 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, stalking, human trafficking, 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 [FR Notice 11/16/16].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking 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, stalking, or human trafficking, 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, stalking, and human trafficking, including the fact that an individual is a victim, 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
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[Insert Name of Housing Provider]

Notice of Occupancy Rights under the Violence Against Women Act¹

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.² 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.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² 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 they believe 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
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**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): _____

In your own words, briefly describe the incident(s):

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)
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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),³ 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.⁴ 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.

³Despite 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.

⁴Housing 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) _____

EXHIBIT 16-5: 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, stalking and human trafficking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking 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, stalking, or human trafficking. 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, stalking, or human trafficking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (see 24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, stalking, or human trafficking, 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, stalking, or human trafficking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

a. Nothing in VAWA 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, stalking, or human trafficking; or
- 2) The distribution or possession of property among members of a household in a case.

b. Nothing in VAWA limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking, 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 VAWA limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking) 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, Stalking, or Human Trafficking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, 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, stalking, or human trafficking, 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, stalking, or human trafficking 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, stalking, or human trafficking 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, stalking, or human trafficking, 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, stalking, or human trafficking, 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 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, stalking, or human trafficking 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, stalking, or human trafficking at eviction or termination proceedings.

Owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWAs (See FR Notice 1/4/23.)

Moves

A victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking 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, stalking, or human trafficking 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

VAWA 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, stalking, or human trafficking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, VAWA does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is in question against the tenant or an affiliated individual of the tenant. Nor does VAWA 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, stalking, or human trafficking, 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 committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

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

Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance.

The PHA currently operates a project-based voucher program for the Rose of Dubuque and meets the community needs of offering an affordable, assisted living facility for the benefit of low- and moderate income seniors. The contract provides for the availability of seventeen (17) assisted living units.

See Exhibit 17-1 for information on projects to which the PHA has attached PBV assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the number of authorized units is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [FR Notice 1/18/17].

Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap.

For units under a HAP contract that was first executed on or after April 18, 2017, units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
 - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.

- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

PBV units that house eligible youth receiving FUPY/FYI assistance are also covered by this 10 percent exception authority if the units are under a HAP contract that became effective after December 27, 2020, and if the unit is occupied by an eligible youth receiving FUPY/FYI assistance. FYI TPVs that were awarded under Notice PIH 2019-20 are not part of this exception since PHAs are prohibited from project-basing FYI TPVs. Units added after December 27, 2020, through an amendment of a HAP contract that became effective after December 27, 2020, are eligible for this 10 percent exception authority. In contrast, units added after December 27, 2020, through an amendment of a HAP contract that became effective on or prior to December 27, 2020, are not eligible for this 10 percent exception authority [FR Notice 1/24/22]. See Chapter 19 for policies specific to project-basing FUPY vouchers.

PHA Policy

The PHA may project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after April 18, 2017.

PHA Policy

The PHA may project-base units not subject to the 20 percent cap in accordance with HUD regulations and requirements.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW

With certain exceptions, the PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21; 24 CFR 983.51(b)]

For certain public housing projects where the PHA has an ownership interest or control, the PHA may attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of \$25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the \$25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with HQS.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

PHA Policy

The PHA will not attach PBVs to projects owned by the PHA as described above.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

PHA Policy

PHA Request for Proposals for Rehabilitated and Newly Constructed Units

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

Dubuque Telegraph Herald.

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its website.

The PHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Proposals will be due in the PHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the PHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The PHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- In order to promote partially assisted projects, projects where less than 25 percent of the units will be assisted will be rated higher than projects where 25 percent or more of the units will be assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the PHA will rate partially assisted projects on the percentage of units assisted. Projects with the lowest percentage of assisted units will receive the highest score.

PHA Requests for Proposals for Existing Housing Units

The PHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

Dubuque Telegraph Herald

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, the PHA will post the notice inviting such proposal submission and the rating and ranking procedures on its website.

The PHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- Extent to which units are occupied by families that are eligible to participate in the PBV program.

PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

The PHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

Dubuque Telegraph Herald

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition to, or in place of advertising, the PHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The PHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities; and

- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community.

PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to noncompetitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services 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) or another HUD-approved public or private independent entity.

PHA Policy

The PHA does not own public housing units.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

PHA Notice of Owner Selection [24 CFR 983.51(d)]

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

PHA Policy

Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

17-II.C. HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, Notice PIH 2013-11, and FR Notice 3/13/23]

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 3/23/23 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.

If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
 - If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services.

Under the Fostering Stable Housing Opportunities (FSHO) amendments, units exclusively made available to youth receiving FUPY/FYI assistance may be excepted from the project cap for HAP contracts first effective after December 27, 2020. For more information on excepted units for FUPY, see Chapter 19.

Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) or FSHO (contract in effect on or prior to December 27, 2020) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Supportive Services

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

PHA Policy

Excepted units will be limited to units for elderly families.

Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance.

PHA Policy

The PHA does not have any PBV units that are subject to the per project cap exception.

Promoting Partially Assisted Projects [24 CFR 983.56(c)]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 25 units or 25 percent of units.

PHA Policy:

Excepted units will be limited to units for elderly families.

Beyond that, the PHA will not impose any further cap on the number of PBV units assisted per project.

17-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

PHA Policy

It is the PHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the PHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community;

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

- A census tract where there has been an overall decline in the poverty rate within the past five years; or

- A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions, or if the unit passed an alternative inspection.

PHA Policy

The PHA will not provide assistance on behalf of the family until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. The PHA also has the option in certain mixed finance properties to rely on alternative inspections conducted at least triennially.

PHA Policy

The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, the inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.

- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

PHA Policy

The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

PHA Policy

The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS), unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

PHA Policy

Prior to entering into the HAP contract the owner must certify agreement to comply with Fair Housing Laws. The owner and the City of Dubuque will execute a Housing Assistance Payments (HAP) contract for up to a ten-year term that is dependent on availability of funding under the ACC with HUD. The HAP contract establishes the initial rents and describes the responsibility of the PHA and the owner. Rents will be based upon market comparable units and may not exceed 110% of the published existing housing fair market rents. The units must meet and maintain standards set by the City of Dubuque Property Maintenance Code.

For existing housing, the HAP contract will promptly be executed – after the PHA determines that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will promptly be executed after the PHA determines that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that

not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;

- The condition of the contract units;

- The owner's record of compliance with obligations under the HAP contract and lease(s);

- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

- Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

PHA Policy

The PHA will add units to the contract on a case-by-case basis to ensure the availability of affordable housing as long as the addition of units does not exceed allowable project caps.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

PHA Policy

The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

PHA Policy

The PHA will not provide vacancy payments to the owner.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, meet asset limitation requirements, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an “in-place family.” These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA’s waiting list. Once the family’s continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects:

Rose of Dubuque, 3390 Lake Ridge Drive, Dubuque, IA

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely low-income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with “excepted units” for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17].

PHA Policy

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units). The PHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

PHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the PHA's notice.

17-VI.G. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 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 turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]

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.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

PHA Policy

The PHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

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.

Security Deposits [24 CFR 983.259]

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.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

 PBV assistance in the same building or project;

 PBV assistance in another project; and

 Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

PHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to tenant-based rental assistance (HCV).. Such a decision will be made by the PHA based on the availability of tenant-based vouchers. . Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in its HCV in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

As of April 17, 2018, the PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

PHA Policy

The PHA will not provide PBV assistance for excepted units.

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A *qualified census tract* is 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.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

The PHA must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

PHA Policy

The PHA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

PHA Policy

Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]

While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective date of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

PHA Policy

The PHA will apply SAFMRs to the PHA's PBV program.

Redetermination of Rent [24 CFR 983.302]

The PHA must redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

PHA Policy

An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

PHA Policy

The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 17-1: PBV DEVELOPMENT INFORMATION

See Rose of Dubuque Contract

EXHIBIT 17-2: Special Provisions Applying to TPVs Awarded as Part of a Voluntary Conversion of Public Housing Units in Projects that Include RAD PBV Units

[24 CFR Part 972.200; Notice PIH 2019-05; Notice PIH 2019-23]

Under certain circumstances, HUD allows small PHAs to reposition a public housing project (or portion of a project) by voluntarily converting units to tenant-based housing choice voucher assistance. In order to preserve affordable housing for residents of the project, the PHA is given priority to receive replacement tenant protection vouchers (TPVs). As part of the voluntary conversion, the PHA has the option to continue to operate it as rental housing. If so, the PHA or subsequent owner must allow existing families to remain in their units using the TPV in the form of tenant-based assistance. In this situation, however, the PHA may choose to project-base these TPVs in the former public housing project. Families must still be provided with the option to remain in their unit using tenant-based assistance. In order for the PHA to project-base the assistance and include these units on the PBV HAP contract, the family must voluntarily consent in writing to PBV assistance following the requirements in Appendix A of Notice PIH 2019-05. If the family fails to consent to PBV assistance and chooses to remain using tenant-based assistance, the family's unit is excluded from the PBV HAP contract until the family moves out or consents to switching to PBV assistance. In general, all applicable program regulations and guidance for the standard PBV program apply to these units.

The PHA may also convert units in the same former public housing project to the PBV program under the rental assistance demonstration (RAD) program. The RAD statute authorizes HUD to waive certain statutory and regulatory provisions governing the standard PBV program and specify alternative requirements. In order to facilitate the uniform treatment of residents and units at the project, Notice PIH 2019-23 extended some of the alternative requirements to non-RAD PBV units in the converted project (i.e., the TPV units in the project). As such, while PBV TPV units in the converted project generally follow the requirements for the standard PBV program listed in this chapter, where HUD has specified alternative requirements for non-RAD PBV units in the project, PBV TPV units will instead follow the requirements outlined in Chapter 18 of this policy for the RAD PBV program.

RAD Requirements Applicable to Non-RAD units in the Project

Alternative Requirement under RAD as Listed in Notice PIH 2019-23	Standard PBV Policy That Does Not Apply	Applicable Policy in Chapter 18
1.6.A.4. Site Selection – Compliance with PBV Goals	17-II.G. SITE SELECTION STANDARDS applies with the exception of deconcentration of poverty and expanding	18-II.F. SITE SELECTION STANDARDS

	housing and economic opportunity requirements.	
1.6.B.5.d. PBV Site-Specific Utility Allowances	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VII.C. UTILITY ALLOWANCES
1.6.C.1. No Rescreening of Tenants upon Conversion	Policies contained in Chapter 3 relating to eligibility do not apply to existing tenants who receive TPVs.	18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION
1.6.C.2. Right to Return	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-I.D. RELOCATION REQUIREMENTS
1.6.C.3. Phase-in of Tenant Rent Increases	Alternative requirements under RAD. No corresponding policy in Chapter 17.	18-VIII.D. PHASE-IN OF TENANT RENT INCREASES
1.6.C.4. Family Self Sufficiency (FSS) and Resident Opportunities and Self-Sufficiency Service Coordinator (ROSS-SC) Programs	Not covered in administrative plan.	18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS
1.6.C.5. Resident Participation and Funding	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VI.D. RESIDENT PARTICIPATION AND FUNDING
1.6.C.6. Resident Procedural Rights	Policies related to hearings in Chapter 16 apply, with added procedural rights and notice requirements as outlined in Chapter 18.	18-VI.H. RESIDENTS' PROCEDURAL RIGHTS
1.6.C.7. Earned Income Disregard (EID)	Alternative requirements under RAD for in-place residents. New admissions follow policies in Chapter 6.	18-VI.G. EARNED INCOME DISALLOWANCE
1.6.C.8. Jobs Plus	Not covered in	No corresponding policy.

	administrative plan.	
1.6.C.9. When Total Tenant Payment Exceeds Gross Rent	Alternative requirements under RAD for in-place residents. New admissions follow policies in 17-VII.B. LEASE, Continuation of Housing Assistance Payments.	18-VI.B. LEASE, Continuation of Housing Assistance Payments
1.6.C.10. Under-Occupied Unit	Alternative requirements under RAD for in-place residents. New admissions follow 17-VII.C. MOVES, Overcrowded, Under-Occupied, and Accessible Units	18-VI.E. MOVES, Overcrowded, Under-Occupied, and Accessible Units
1.6.D.4. Establishment of Waiting List	Alternative requirements under RAD for initial establishment of the waiting list. Once waiting list is established, follow 17-VI.D. SELECTION FROM THE WAITING LIST	18-V.D. ORGANIZATION OF THE WAITING LIST
1.6.D.10. Initial Certifications and Tenant Rent Calculations	Alternative requirements under RAD for in-place residents. No corresponding policy in Chapter 17.	18-VIII.C. TENANT RENT TO OWNER, Initial Certifications

Note, while Notice PIH 2019-05 states that the PHA must screen families for eligibility for a tenant protection voucher and that families must be below the low-income limit (80 percent of AMI), Notice PIH 2019-23 waives these requirements for residents in projects that include RAD PBV units.

Chapter 18

PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program in eight parts:

Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.

Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VI: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move.

Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.

Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

18-I.A. OVERVIEW AND HISTORY OF THE RAD PROGRAM

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:

- Project-based rental assistance (PBRA) under HUD's Office of Multifamily Housing Programs.
- Project-based vouchers (PBVs) under HUD's Office of Public and Indian Housing (PIH).

This chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

18-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2019-23 (issued September 5, 2019). Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and in this policy.

Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), the Consolidated Appropriations Act of 2016 (Public Law 114-113, approved December 18, 2015), the Consolidated Appropriations Act, 2017 (Public Law 115-31, approved May 5, 2017), and section 237 of Title II, Division L, Transportation, Housing and Urban Development, and Related Agencies, of the Consolidated Appropriations Act, 2018 (Public Law 115-141, approved March 23, 2018) collectively, the “RAD Statute.”

Requirements specific to the RAD program may be found in the following:

- Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing. For all conversion types, HUD reserves the right, in its sole discretion and upon request from the applicant, to apply provisions from previous versions of this notice to program participants that are near conversion.
 - Notice PIH 2023-19 amends Notice PIH 2019-23 and Notice PIH 2021-07, and was effective immediately.
 - Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
 - Notice PIH 2012-32, REV-3 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published January 12, 2017.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which were effective after a 30-day comment period.

- Notice PIH 2012-32, REV-2 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published June 15, 2015.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (6/20)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)
- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
 - This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component.
 - This notice may apply to projects that have converted to RAD prior to November 10, 2016, AND who have requested and received approval from HUD to be governed by this notice. See PIH Notice 2016-17, Section 1, Paragraph 1.3 for applicability.

NOTE: The policies in this chapter follow Notice PIH 2016-17. If your project falls under PIH 2014-17, applicable policies may be found in Section 18-I.D.

- RAD FAQs (<http://www.radresource.net/search.cfm>)

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

18-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

See Exhibit 18-1 for information on projects to which the PHA has attached RAD PBV assistance.

18-I.D. RELOCATION REQUIREMENTS

For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year. While the PHA is not required to have a written relocation plan for temporary relocation lasting one year or less, HUD strongly encourages PHAs to prepare one. Appendix II of Notice PIH 2016-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.

- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the PHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. PHAs must alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
 - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
 - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
 - Income limit eligibility requirements associated with the LIHTC program or another program; and
 - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a PHA or owner's offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, the PHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. PHAs are prohibited from employing any tactics to pressure residents into relinquishing their right to return or accepting other housing options. Additionally, a PHA may not terminate a resident's lease if the PHA fails to obtain the resident's consent and the resident seeks to exercise the right to return.

- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, the PHA may treat multiple converted developments on the same site as one for purposes of right to return. Should the PHA seek to have the resident exercise the right to return at a future phase, the PHA must secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
 - Transfers to public housing
 - Admission to other affordable housing properties subject to the applicable program rules
 - Housing choice voucher (HCV) assistance
 - Homeownership programs subject to the applicable program rules
 - Other options identified by the PHA

However, for projects that applied for conversion prior to November 10, 2016, the following applies [Notice PIH 2014-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.
- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

18-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17]

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants. PHAs must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. See the *RAD Fair Housing, Civil Rights, and Relocation Notice* [Notice PIH 2016-17] for more information.

PART II: PBV PROJECT SELECTION

18-II.A. OVERVIEW

Unlike in the standard PBV program where the PHA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

18-II.B. OWNERSHIP AND CONTROL [Notice PIH 2019-23]

For projects governed by Notice PIH 2019-23, the following language applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., the PHA cannot execute a contract with itself). To avoid this situation, the PHA may either: 1) Transfer the ownership of the project to a nonprofit affiliate or instrumentality of the PHA (including to a “single-purpose entity” that owns nothing other than the property, which will typically be a requirement of a lender or investor), or 2) The PHA can form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the Section 8 HAP contract; in this scenario, the HAP is then executed between the PHA (as the contract administrator) and the PHA’s related entity (as the owner for HAP contract purposes). Note that in the second scenario, both the PHA and the entity serving as the owner for HAP contract purposes will be required to sign the RAD Use Agreement [RAD Resource Desk FAQ 01/24/19].
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that the PHA or a nonprofit entity preserves an interest in the profit. The requirement for a public or nonprofit entity, or preservation of an interest by a PHA or nonprofit in a property owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) demonstrates other ownership and control arrangements approved by HUD.

- Control may be established through the terms of the project owner's governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

For projects subject to the requirements of Notice PIH 2012-32, REV-3, the following language applies:

- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. The requirement for a public or nonprofit entity is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) other ownership and control arrangements approved by HUD.
- If low-income housing tax credits will be used, HUD may allow ownership of the property to be transferred to a tax credit entity controlled by a for-profit entity if HUD determines that the PHA preserves its interest in the property. Preservation of PHA interest in the property includes but is not limited to the following:
 - The PHA, or an affiliate under its sole control, is the general partner or managing member;
 - The PHA retains fee ownership and leases the real estate to the tax credit entity pursuant to a long-term ground lease;
 - The PHA retains control over leasing the property and determining program eligibility;
 - The PHA enters into a control agreement by which the PHA retains consent rights over certain acts of the project owner and retains certain rights over the project;
 - Other means that HUD finds acceptable

For projects that converted assistance prior to the implementation of Notice PIH 2012-32, REV-3, the following language applies:

- During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:
 - A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
 - A private entity, if the property has low-income tax credits. The PHA must maintain control via a ground lease.

18-II.C. PHA-OWNED UNITS [24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

If the project is PHA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The definition of *ownership or control* provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether a PHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD. For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of *ownership or control* but may not be considered PHA-owned for purposes of requiring an independent entity.

The independent entity that performs the program services 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), or another HUD-approved public or private independent entity.

The PHA may compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2019-23; Notice PIH 2012-32, REV-3; Notice PIH 2012-32, REV-2]

For projects governed by Notice PIH 2019-23, the following language applies:

- In the case of a PHA that will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects through the conversion. However, the PHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- Following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RCC and converted at closing for Section 8 RAD purposes.

For projects governed by Notice PIH 2012-32, REV-3, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:
 - Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve). Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or
 - Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.

- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.

For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

18-II.E. PBV PERCENTAGE LIMITATION AND UNIT CAP [Notice PIH 2019-23 and Notice PIH 2023-19]

PBV Percentage Limitation

Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to a PHA under the HCV program. The number of PBV units excluded from the PHA's PBV program cap cannot exceed the number of former public housing units that those PBV units are replacing through the course of the RAD conversion. All PBV units in a covered project that replace former public housing units at the time of conversion are excluded from both the numerator and the denominator when calculating the percent of vouchers that may be project-based by a PHA. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

Unit Cap Limitation

When HUD published REV-3 of Notice PIH 2012-32, the cap on the number of assisted units in each project was eliminated. Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have no cap on the number of units that may receive PBV assistance in a project.

However, for projects that are governed by REV-2 of Notice PIH 2012-32, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 **only**, the following language applies:

- In general, the PHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as "excepted units" and do not count toward the project cap.
- For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.

PHA Policy

For projects governed by Notice PIH 2012-32, REV-2, the PHA will not provide RAD PBV assistance for any excepted units.

18-II.F. SITE SELECTION STANDARDS [Notice PIH 2019-23; Notice PIH 2016-17]

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of the PHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

18-II.G. ENVIRONMENTAL REVIEW [Notice PIH 2019-23; *Environmental Review Requirements for RAD Conversions*, March 2019]

HUD cannot approve an applicant's financing plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted no later than the applicant's financing plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2019-23. Once an awardee has submitted an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

PART III: DWELLING UNITS

18-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the RAD PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

18-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c); Notice PIH 2019-23]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

18-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES [Notice PIH 2016-17]

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

18-III.D. INSPECTING UNITS

Initial Inspection [RAD Quick Reference Guide, Notice PIH 2019-23, and Notice PIH 2023-19]

Under standard PBV regulations at 24 CFR 983.103(b), a PHA may not enter into a HAP contract until the PHA has determined all units comply with HQS. It is the responsibility of the contract administrator to perform this initial inspection (unless units are PHA-owned). In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC). To place the unit under HAP contract and commence making payments, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units to be added to the HAP contract instead of conducting an initial inspection. During the period of the work, HQS requirements apply. The PHA must enforce the project owner's obligations and conduct inspections when needed, (for example in response to tenant complaints or other information coming to its attention), and the owner must correct any deficiencies in accordance with HQS requirements (i.e., no more than 24 hours for a life-threatening deficiency, and within no more than 30 calendar days or any PHA-approved extension for other defects, but no later than the date of the completion of the work as indicated in the RCC).

Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

PHA Policy

The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Alternative Inspections [24 CFR 983.103(g); Notice PIH 2016-05]

In the case of mixed-finance properties that are subject to alternative inspections, the PHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

PHA Policy

The PHA will not rely on alternative inspection standards.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f); Notice PIH 2017-21]

In the case of PHA-owned units, all required inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

18-IV.A. OVERVIEW [RAD PBV Quick Reference Guide 6/20]

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with the PHA that will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions.

18-IV.B. HAP CONTRACT REQUIREMENTS

Contract Information [RAD PBV Quick Reference Guide 6/20; Notice PIH 2019-23]

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.

The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

Term of HAP Contract [Notice PIH 2019-23]

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR 983.205(a), which governs the contract term.

Agreement to Enter into a HAP (AHAP) Contract [Notice PIH 2019-23]

For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable.

Mandatory Contract Renewal [Notice PIH 2019-23]

By statute, upon contract expiration, the agency administering the vouchers will offer, and the PHA will accept, renewal of the contract for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. The contract is subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing the PHA discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract unit does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for noncompliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

18-IV.C. AMENDMENTS TO THE HAP CONTRACT

Floating Units [Notice PIH 2019-23]

Upon request of the owner to the voucher agency that will administer the project, HUD will permit assistance to float among units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If the PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

PHA Policy

The PHA will float assistance among unoccupied units within the project.

Reduction in HAP Contract Units [Notice PIH 2019-23]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

The PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

18-IV.D. HAP CONTRACT YEAR AND ANNIVERSARY DATES [24 CFR 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

18-IV.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract, they certify that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

18-IV.F. VACANCY PAYMENTS [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

PHA Policy

The PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART V: SELECTION OF PBV PROGRAM PARTICIPANTS

18-V.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION [Notice PIH 2019-23]

Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by Notice PIH 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

18-V.C. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)], and meet asset limitation requirements. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 3.

18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c); Notice PIH 2019-23]

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. Any non-RAD PBV units located in the same project are also subject to these requirements.

PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving RAD PBV assistance. The PHA currently has no waiting lists for RAD PBV projects:

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA will consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting lists or to another voucher waiting list, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

The PHA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv). The PHA will provide applicants full information about each development, including an estimate of the wait time, location, occupancy, number and size of accessible units, and amenities like day care, security, transportation, and training programs at each development with a site-based waiting list. The system for selection will be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement, or complaint brought by HUD.

The PHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with Section 18-VI.E.

18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6); Notice PIH 2019-23]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

PHA Policy

The PHA will not offer any preferences for the RAD PBV program. However, the PHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with Section 18-VI.E.

18-V.F. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

18-V.G. OWNER SELECTION OF TENANTS [24 CFR 983.253]

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

18-V.H. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(c)].

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 turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy

PART VI: OCCUPANCY

18-VI.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

18-VI.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter into 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.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

Lease Requirements [24 CFR 983.256(c); Notice PIH 2019-23]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner;
- The amount of any charges for food, furniture, or supportive services; and
- For any family admitted following conversion, the lease must specify what will happen if the family elects to remain in its unit after increasing its income such that it requires zero HAP. Specifically, the lease must make clear how the tenant rent will be calculated, and it must address the transition to a new lease. The PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f); RAD PBV Quick Reference Guide 6/20]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner’s lease as well as the PHA’s administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease, which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

These provisions apply to non-RAD PBV units located in the project as well.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23; Notice PIH 2023-19; RAD PBV Quick Reference Guide 6/20]

Pre-Conversion Residents

The unit for a family with a TTP that equals or exceeds the gross rent (which is defined as the contract rent plus any utility allowance for the unit) must be placed on the PBV HAP contract and the family must be admitted to the PBV program. In this case, and until such time as the family's TTP falls below the gross rent, the family will pay the owner the alternate rent which is defined as the lesser of:

- The family's TTP minus the utility allowance (subject to any required phase-in); or
- The Zero HAP Rent Cap, which is the lower of:
 - 110 percent of the applicable FMR minus the utility allowance; or
 - In the event the units are subject to more restrictive rent setting requirement under the LIHTC or HOME programs (or other programs approved by HUD on a project-specific basis, the rent to owner set to comply with such requirements.

The family will continue to pay this amount until/if circumstances change, and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance in which case normal PBV rent requirements will apply to the family. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract or added back to the HAP Contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

After a family has paid the Zero HAP Rent Cap for a period of 180 days, the PHA must remove the unit from the HAP Contract and the family's participating in the PBV program ends. If the Covered Project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit back onto the HAP contract and admit an eligible family. If the Covered Project is partially assisted and the family subsequently leaves the property, the unit must be reinstated back onto the HAP contract unless the PHA previously substituted a different unit on the HAP contract in accordance with 24 CFR § 983.207 or, where "floating units" have been permitted.

Additionally, if the family continues to reside in the project after the family's unit was removed from the HAP contract, the family may request to return to the PBV program if the family's income subsequently decreases to the extent that the family's TTP is less than the Zero-HAP Rent Cap, and the family is otherwise eligible for PBV assistance. The PHA must, at the earliest opportunity, reinstate the family's unit back onto the HAP contract to provide rental assistance to the family. If the project was partially assisted and the PHA previously substituted a different unit on the HAP contract, the PHA must substitute the family's unit for a vacant unit on the HAP contract if there is a vacant unit at the time of the request, or by doing so as soon as a unit on the HAP contract becomes vacant if there are no vacant units on the HAP contract at the time of the family request.

New Admission Families

Unless a waiver is requested and approved, following conversion, 24 CFR 983.53(d) applies, and any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program. This means a family's TTP may not equal or exceed the gross rent for the unit at admission. The PHA may request a waiver from HUD in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if the PHA has not paid HAP for the family in 180 days.

Further, for any new families admitted after the conversion, assistance will be terminated 180 days after the last housing assistance payment on their behalf. The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180-day window. If a family's assistance is terminated as a result of their zero HAP status, the PHA must remove the unit from the HAP contract. If the project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit after the family has vacated the property and admit an eligible family. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 or where floating units have been permitted.

Per the RAD Use Agreement, the owner may charge the family a rent that does not exceed 30 percent of 80 percent of the area median income. If a unit is removed from the RAD PBV HAP contract, then the lease terminates automatically, as stated in the tenancy addendum, as though the RAD PBV HAP contract had been terminated. The tenant must be offered a new lease, which must reflect the new tenant rent. A tenant in this circumstance is no longer a program participant and therefore no longer benefits from any of the rights or protections specific to RAD, or to the PBV program. Should the family subsequently lose employment, the owner may choose to reduce the family's rent, but if the family wishes to be admitted to the HCV/PBV program, then it must be admitted through the waiting list like any other applicant.

In circumstances where low RAD PBV rents may prohibit a significant number of otherwise eligible families on the waiting list from being admitted to the project because they do not require subsidy, and which could consequently create an undue concentration of poverty at the project compared to non-RAD PBV projects, a PHA may request a waiver from HUD for the covered project. The waiver will apply the alternative requirements applicable to the pre-conversion residents to new admission families.

PHA Policy

The PHA will not request waivers from HUD to apply the alternative requirements applicable to pre-conversion residents to new admission families.

If a participating family who was admitted after the RAD conversion receive zero assistance and subsequently 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.

Security Deposits [24 CFR 983.259; *RAD PBV Quick Reference Guide* 6/20]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. If a tenant residing in a converting project has not previously provided a security deposit, then the owner may collect a security deposit at the time of initial lease execution. Otherwise, the security deposit requirements for standard PBV apply.

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.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS [Notice PIH 2019-23]

Current PH FSS participants will continue to participate in the PHA's FSS program, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA) to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. A PHA must convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a nonprofit or local resident association and this consequence of a RAD conversion may impact those entities.

Any non-RAD PBV units located in the same project are also subject to these requirements.

18-VI.D. RESIDENT PARTICIPATION AND FUNDING [Notice PIH 2019-23]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

18-VI.E. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260; Notice PIH 2019-23]

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If the PHA determines that a family is occupying a wrong-size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project

PBV assistance in another project

Tenant-based voucher assistance

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by the PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA.

Choice Mobility [Notice PIH 2019-23; PRRAC Choice Mobility Implementation Guidance, 8/20]

Family's Right to Choice Mobility

Under RAD PBV, the choice mobility option provides families with the opportunity to move with continued assistance any time after 12 months of occupancy. All residents in converted properties should be aware of their housing mobility rights and of their options in a range of neighborhoods.

PHA Policy

To ensure that residents are fully aware of and understand their rights under choice mobility, the PHA will inform families of their rights under the choice mobility option and the benefits to moving to lower poverty areas, and provide a summary of the steps necessary to exercise this option, at the time the family signs the lease for the RAD PBV unit and during their annual recertification.

Information on choice mobility will be made be accessible to persons with disabilities, ensuring any information, electronic or otherwise, is accessible for persons with vision, hearing, and other disabilities. This information will also be made available in accordance with Limited English Proficiency (LEP) requirements, including document translation and user of interpretation services. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements.

Moving with Continued Assistance under Choice Mobility

If the family wishes to move with continued tenant-based assistance under choice mobility, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

Families are eligible to move with continued assistance under choice mobility after 12 months of occupancy. If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

PHA Policy

Prior to providing notice to the owner to terminate the lease, the family may submit a written request to the PHA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.

The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.

The PHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

The PHA will not subject RAD PBV families applying for choice mobility vouchers to any additional rescreening requirements in order to receive a tenant-based voucher.

Families exercising choice mobility will not be required to vacate their units before a lease has been entered into using their tenant-based voucher. At the time the PHA issues a choice mobility voucher, the PHA will notify the family of their right to remain in their unit if they are unable find a rental unit using the tenant-based voucher.

Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD, the PHA may establish a turnover cap. The PHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If the PHA chooses to establish a turnover cap and the cap is implemented, the PHA must create and maintain a waiting list in the order requests from eligible households were received.

PHA Policy

As a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. Therefore, the PHA will establish a choice mobility cap. The PHA will not provide more than three-quarters of its turnover vouchers in a single year to residents of covered projects.

Families who requested a choice mobility voucher and are denied due to the cap will be given priority the following year when choice mobility vouchers are again issued since the choice mobility list will be organized by the date and time of the family's request.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

PHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible. If assistance is transferred to another development, the PHA will give priority to the participant on the other development's waiting list.

If no units are available for an internal transfer to a PBV development or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to tenant-based rental assistance (HCV). Such a decision will be made by the PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in its HCV program in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

18-VI.F. REEXAMINATIONS [RAD PBV Quick Reference Guide 6/20]

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

18-VI.G. EARNED INCOME DISALLOWANCE [Notice PIH 2019-23]

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Any non-RAD PBV units located in the same project are also subject to these requirements.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

18-VI.H. RESIDENTS' PROCEDURAL RIGHTS [Notice PIH 2019-23]

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV and to non-RAD PBV units located in the same project beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV requires that PHAs provide adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

18-VI.I. INFORMAL REVIEWS AND HEARINGS [Notice PIH 2019-23]

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(v) (See 16-III.C. Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(v), the contract administrator will perform the hearing in accordance with Chapter 16 Part III: Informal Reviews and Hearings, as is the current standard in the program.
- For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

The owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(v). (See Chapter 16)

The owner must provide an opportunity for an informal hearing before an eviction.

PART VII: DETERMINING CONTRACT RENT

18-VII.A. INITIAL CONTRACT RENTS [Notice PIH 2019-23]

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each PHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2019-23. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

PHAs may adjust subsidy (and contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD.

Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing program and any modifications made to the initial contact rent, the initial rents are set at the lower of:

- An amount determined by the PHA, not to exceed 110 percent of the fair market rent (FMR) or the PHA's exception payment standard approved by HUD, or the alternate rent cap in a PHA's MTW agreement minus any utility allowance
- The reasonable rent
- The rent requested by the owner

18-VII.B. ADJUSTING CONTRACT RENTS [Notice PIH 2019-23; RAD PBV Quick Reference Guide 6/20; PHA Asset Repositioning “How to Apply OCAF for RAD PBV” Webinar]

RAD PBV contract rents are adjusted differently than contract rents in the standard PBV program. At each annual anniversary of the HAP contract, contract rents will be adjusted only by HUD’s operating cost adjustment factor (OCAF) that is applied to the current contract rent, less the portion of the rent paid for debt service, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent (as determined by the PHA that administers the contract or the independent entity, as applicable), with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

The administering PHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments at each contract anniversary date in accordance with the prevailing OCAF. The PHA who administers the contract (directly or via an independent entity) must maintain records to demonstrate how OCAF amounts were determined and how rent adjustments were calculated. HUD approval of rent adjustments is not required.

Properties are eligible to receive prior years’ OCAF adjustments for years in which the OCAF was not taken. The OCAF must be applied retroactively if it was missed. The PHA administering the contract (or the independent entity) must make sure that all OCAFs have been applied correctly since the RAD closing and calculate the current rents accordingly, including making sure that the RAD PBV contract rents do not exceed the PBV program caps.

PHA Policy

The owner will request a contract rent adjustment from the PHA who administers the contract within 120 days, but no less than 60 days, prior to the HAP contract anniversary date by submitting a completed OCAF rent adjustment worksheet (Form HUD-9624). The independent entity will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent will only be increased up to the reasonable rent. The independent entity will notify the PHA who administers the contract in writing of the results of its review of the rent adjustment request. The PHA who administers the contract will retain a copy of the worksheet and any other records necessary to demonstrate how the OCAF was used to make rent adjustments for audit purposes. The approved rent adjustment will go into effect via written notice from the PHA that administers the project to the owner. This notice will constitute an amendment to the rents specified on Exhibit A of the RAD PBV HAP contract. The new rents to owner will take effect on the date of the contract anniversary.

Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

18-VII.C. UTILITY ALLOWANCES [Notice PIH 2019-23; RAD PBV Quick Reference Guide 6/20]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

After conversion, the PHA that administers the contract must maintain the utility allowance schedule. The PHA may either maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517, respectively, or the PHA may instead apply site-specific utility allowances. HUD waived the requirement for the standard PBV program that the HCV utility allowance be used. If a site-specific utility allowance is used, the utility allowance is applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015-04.

Each family transitions to the new utility allowance at their first recertification following conversion.

PHA Policy

The PHA will use the HCV utility allowance schedule for the RAD PBV developments.

18-VII.D. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent entity approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

PART VIII: PAYMENTS TO OWNER

18-VIII.A. HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

18-VIII.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and as a result is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

18-VIII.C. TENANT RENT TO OWNER [24 CFR 983.353; Notice PIH 2019-23]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Initial Certifications [Notice PIH 2019-23]

For the initial certification, the PHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program. The PHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, the PHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements directly to the family.

18-VIII.D. PHASE-IN OF TENANT RENT INCREASES [Notice PIH 2019-23; PHA Asset Repositioning “Phase-in of Tenant Rents” Webinar]

For in-place tenants, if the amount the tenant would pay for rent and utilities (TTP) would increase by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

The PHA must communicate this policy in writing to affected residents. Any non-RAD PBV units located in the same covered project are subject to the terms of the phase-in provisions.

PHA Policy

The PHA will use the family’s public housing tenant rent (reflected on line 10f of the family’s most recent 50058) at the date of conversion to calculate the family’s tenant rent in PBV. The PHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP. (If the family was paying flat rent immediately prior to conversion, the PHA will use the flat rent amount to calculate the phase-in for Year 1.)

Year 2: Year 2 annual recertification and any interim recertification: 50 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP

Year 3: Year 3 annual recertification and all subsequent recertifications: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends, and tenants will pay full TTP from that point forward.

If the family’s income falls during the phase-in period such that the currently calculated PBV TTP falls below the amount that would otherwise be the phased-in rent, the family pays the currently calculated PBV TTP and the phase-in ends.

The PHA will communicate the PHA’s phase-in policy in writing to the family at the time the PHA first determines that the family qualifies for a rent phase-in.

Any non-RAD PBV units located in the same project are also subject to rent phase-in requirements.

18.VIII.E. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 18-1: PBV DEVELOPMENT INFORMATION

(Fill out one for each development)

Chapter 19

SPECIAL PURPOSE VOUCHERS

INTRODUCTION

Special purpose vouchers are specifically funded by Congress in separate appropriations from regular HCV program funding in order to target specific populations. Special purpose vouchers include vouchers for the following programs:

- Family Unification Program (FUP)
- Foster Youth to Independence (FYI) program
- Veterans Affairs Supportive Housing (VASH)
- Mainstream
- Non-Elderly Disabled (NED)
- Stability Voucher program

PHA Policy

The PHA will administer the following types of special purpose vouchers: **[List special purpose vouchers administered by the PHA]**

This chapter describes HUD regulations and PHA policies for administering special purpose vouchers. The policies outlined in this chapter are organized into five sections, as follows:

Part I: Family Unification Program (FUP)

Part II: Foster Youth to Independence (FYI) program

Part III: Veterans Affairs Supportive Housing (VASH)

Part IV: Mainstream voucher program

Part V: Non-Elderly Disabled (NED) vouchers

Part VI: Stability Voucher program

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to special purpose vouchers.

PART I: FAMILY UNIFICATION PROGRAM (FUP)

19-I.A. PROGRAM OVERVIEW [Fact Sheet, Housing Choice Voucher Program Family Unification Program (FUP)]

Overview

The Family Unification Program (FUP) was authorized by Congress in 1990 to help preserve and reunify families. PHAs that administer the program provide vouchers to two different populations—FUP families and FUP youth.

Families eligible for FUP are families for whom the lack of adequate housing is a primary factor in:

- The imminent placement of the family's child or children in out-of-home care; or
- The delay in the discharge of the child or children to the family from out-of-home care.

There is no time limitation on FUP family vouchers, and the family retains their voucher as long as they are HCV-eligible. There is no requirement for the provision of supportive services for FUP family vouchers.

Youth eligible for FUP are those who:

- Are at least 18 years old and not more than 24 years of age;
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 and older; and
- Are homeless or at risk of becoming homeless.

FUP youth vouchers are limited by statute to a period between 36 and 60 months of housing assistance. Supportive services must also be provided to FUP-eligible youth by the Public Child Welfare Agency (PCWA) or by another agency or organization under contract with the PCWA for the period of time defined in the notice or Notice of Funding Availability/Opportunity (NOFA/O) for which funding was made available.

PHAs that wish to administer FUP vouchers must apply to HUD by submitting an application under an active Notice of Funding Opportunity (NOFO). While the FUP program is administered in accordance with HCV regulations, the FUP NOFOs issued by HUD provide specific program information and requirements.

In order to administer the program, the PHA must also form a partnership with a local PCWA who is responsible for determining the family or youth meets FUP eligibility requirements and referring them to the PHA. Once the referral is received, the PHA is responsible for placing the FUP family or youth on the PHA's waiting list and determining whether they are eligible to receive assistance under the PHA's HCV program.

Assigning Vouchers [FUP FAQs]

The PHA may, but is not required to, assign a specific number or percentage of FUP vouchers for FUP youths and FUP families. Unless the PHA assigns a specific number or percentage of FUP vouchers to a designated FUP population, the PHA must serve any referrals (youths or families) that meet all program eligibility requirements up to the PHA's designated FUP program size.

PHA Policy

The PHA has not designated any specific number or percentage of FUP vouchers for youths or families. The PHA will serve all referrals that meet program eligibility requirements, up to the PHA's FUP voucher allocation.

19-I.B. PUBLIC CHILD WELFARE AGENCY (PCWA)

Families and youth do not apply directly to the PHA for FUP vouchers. They are instead referred by a PCWA with whom the PHA has entered into a Memorandum of Understanding (MOU). The partnering PCWA initially determines whether the family or youth meets the FUP program eligibility requirements listed in 19-I.C. and 19-I.D. and then refers those families or youths to the PHA.

HUD strongly encourages PHAs and PCWAs to make decisions collaboratively on the administration of the program and to maintain open and continuous communication. The PCWA must have a system for identifying FUP-eligible youth within the agency's caseload and for reviewing referrals from a Continuum of Care (COC) if applicable.

PHA Policy

The PHA has entered into an MOU with the following partnering organizations

Department of Human Services (PCWA), Community Solution of Eastern Iowa (CoC)

Supportive Services

The PCWA must provide supportive services for the period of time defined in the notice or NOFA/O for which the funding was made available to all FUP-eligible youth regardless of their age. The MOU between the PHA and the PCWA should identify the period of time in which supportive services will be provided.

PHA Policy

The PCWA will provide supportive services for all FUP youth for a period of 36 months. Supportive services may be provided to FUP-eligible youth by the PCWA or by another agency or organization under agreement or contract with the PCWA, including the PHA. The organization providing the services and resources must be identified in the MOU. The following services must be offered:

- Basic life skills information or counseling on money management, use of credit, housekeeping, proper nutrition or meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance or referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher;
- Job preparation and attainment counseling (where to look and how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED), or attendance or financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

PHA Policy

Additional supportive services will not be offered.

A FUP-eligible youth cannot be required to participate in these services as condition of receipt of the FUP voucher.

19-I.C. FUP FAMILY VOUCHER ELIGIBILITY CRITERIA

FUP family assistance is reserved for eligible families that the PCWA has certified are a family for whom a lack of adequate housing is a primary factor in:

- The imminent placement of the family's child or children in out-of-home care, or
- The delay in the discharge of the child or children to the family from out-of-home care.

Lack of adequate housing means the family meets any one of the following conditions:

- Living in substandard housing, which refers to a unit that meets any one of the following conditions:
 - Does not have operable indoor plumbing
 - Does not have a usable flush toilet inside the unit for the exclusive use of a family or youth
 - Does not have a usable bathtub or shower inside the unit for the exclusive use of a family or youth
 - Does not have electricity, or has inadequate or unsafe electrical service
 - Does not have a safe or adequate source of heat
 - Should, but does not, have a kitchen
 - Has been declared unfit for habitation by an agency or unit of government, or in its present condition otherwise endangers the health, safety, or well-being of the family or youth
 - Has one or more critical defects, or a combination of intermediate defects in sufficient number or to the extent that it requires considerable repair or rebuilding. The defects may result from original construction, from continued neglect or lack of repair, or from serious damage to the structure
- Being homeless as defined in 24 CFR 578.3
- Living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child or children in out-of-home care, or the delay in the discharge of the child or children to the family from out-of-home care
- Living in housing not accessible to the family's disabled child or children due to the nature of the disability

- Living in an overcrowded unit, which is defined as living in a unit where one of the following conditions has been met:
 - The family is separated from its child or children and the parents are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
 - The family is living with its child or children in a unit that is overcrowded for the entire family and this overcrowded condition may result, in addition to other factors, in the imminent placement of its child or children in out-of-home care.
 - For purposes of this definition, the determination as to whether the unit is overcrowded is made in accordance with the PHA subsidy standards in Chapter 5, Part III of this policy.

Since HUD does not define *imminent placement*, the partnering PCWA may use its discretion to determine whether the potential out of home placement of the family's child or children is imminent [FUP FAQs].

19-I.D. FUP YOUTH VOUCHER ELIGIBILITY CRITERIA

While FUP family vouchers operate as regular HCVs after the family is referred from the PCWA, there are several aspects of the FUP youth vouchers that make them distinct from the FUP family vouchers and from regular HCVs.

Eligibility Criteria

A FUP-eligible youth is a youth the PCWA has certified:

- Is at least 18 years old and not more than 24 years of age (has not yet reached their 25th birthday);
 - The FUP youth must be no more than 24 years old at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Has left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
 - Foster care placement can include, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576.
- Is homeless or at risk of becoming homeless at age 16 or older;
 - *At risk of being homeless* is fully defined at 24 CFR 576.2.
 - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution).
 - o Therefore, youth being discharged from an institution may be eligible for a FUP voucher [FUP FAQs].
- Has an annual income at or below 30 percent of area median income; and
- Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to a supervised publicly or privately operated shelter designed to provide temporary living arrangements.

19-I.E. ASSISTANCE PERIOD [FR Notice 1/24/22]

Maximum Assistance Period

Although there is no time limit on FUP family vouchers, FUP youth vouchers are limited by statute. Unless the FUP youth meets an exception outlined below, after 36 months of assistance, the FUP youth voucher must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the 36-month limitation.

If the FUP youth does meet the requirements outlined below, the statutory limit on FUP assistance is a total of 60 months of FUP voucher assistance [FR Notice 1/24/22].

Extension of Assistance

FUP youth who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FUP youth cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FUP youth must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

Statutory Exceptions

A FUP youth will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA's FSS program if they certify that they meet one of the exceptions below:

- The FUP youth is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

PHA Policy

The PHA defines *incapacitated person* as the inability of an individual to manage property or business affairs because the individual is so impaired that the individual is unable to communicate, or carry out important decisions concerning the individual's financial affairs.

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The PHA will apply this exception in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

The child or incapacitated person is not required to reside in the household in order for the youth to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part-time may qualify the youth for this exception.

- The FUP youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

PHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

- The FUP youth is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

PHA Policy

The PHA will apply this requirement in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

A FUP youth that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FUP youth. A FUP youth may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FUP youth an FSS slot during their first 36 months of receiving FUP youth assistance, the youth is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The youth was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

PHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The youth was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

PHA Policy

Youth must be enrolled in education activities on at least a half-time basis, as defined by the institution that they attend. However, the PHA may make exceptions to this requirement if the youth is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where the youth is enrolled.

- The youth was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102). The term *career pathway* means a combination of rigorous and high-quality education, training, and other services that:
 - Aligns with the skill needs of industries in the economy of the state or regional economy involved;
 - Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an *apprenticeship*, except in section 3226 of this title);
 - Includes counseling to support an individual in achieving the individual’s education and career goals;
 - Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
 - Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
 - Helps an individual enter or advance within a specific occupation or occupational cluster.
- The youth was employed.

PHA Policy

The PHA will consider the youth to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the youth’s hours are reduced due to circumstances beyond their control or the youth must temporarily reduce their work hours due to a verified family emergency.

FSS Enrollment at 24 Months

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, HUD encourages the PHA to remind the youth at the 24-month reexamination of the education, workforce development, and employment requirements described above so that the youth has enough time to meet these requirements prior to the expiration of the 36-month time period for FUP assistance.

PHA Policy

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, the PHA will remind the youth at their second regular reexam of the education, workforce development, and employment requirements described above.

FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to a FUP youth who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the youth previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the youth to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the youth is engaged in and any statutory exceptions that apply to the youth, as well as the remaining time on their voucher.
- If the FUP youth accepts the FSS slot, the PHA must work with the youth to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FUP youth is offered an FSS slot prior to the 36-month mark, the youth:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).
- Will not be considered to have been “unable to enroll” in the FSS program as described above, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

FSS Enrollment After 48 Months

The PHA may, but is not required to, offer a FUP youth an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the youth will have already received their second and final extension.

PHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to a FUP youth.

Extensions of Assistance

At the 36-month and 48-month reexamination, the PHA must extend FUP youth assistance if the youth is participating in and in compliance with the FSS program as long as the youth is still eligible for the HCV program.

In any case, the FUP youth cannot receive more than a total of 60 months of FUP youth voucher assistance, even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

No FSS Program or Unable to Enroll in FSS

If a PHA does not carry out an FSS program or the FUP youth has been unable to enroll in the program during the first 36 months of receiving FUP assistance, the FUP youth is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the youth engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the youth may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FUP youth written notification informing them that they may receive an extension of their FUP assistance and providing instructions on how the youth may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FUP youth to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FUP assistance.

PHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FUP youth's scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FUP youth on the PHA's program with a written notification informing them that they may receive an extension of their FUP assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FUP youth with disabilities and in a translated format for FUP youth with limited English proficiency in accordance with Chapter 2.

The PHA will use the following verification methods to verify a FUP youth's eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA's FSS program staff, that the FUP youth participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FUP youth was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FUP youth may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FUP/FYI youth will still be considered to have met the requirements.

In order for the FUP youth to meet one of the statutory exceptions described above, the youth must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FUP youth must submit in order to demonstrate that they meet one of the statutory exceptions.

A FUP youth who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FUP youth may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the youth meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the PHA must provide the FUP youth the extension of voucher assistance.

Termination of Assistance for Failure to Meet Conditions

Failure of the FUP youth to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FUP assistance prior to the annual reexam.

If the FUP youth does not meet any of the conditions described in in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FUP youth voucher must be terminated once the youth reaches this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the youth entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the youth, not the number of months that the youth is in the FUP youth program. Prior to termination, the PHA must offer the FUP youth the opportunity to request an informal hearing, in accordance with Chapter 16.

19-I.F. REFERRALS AND WAITING LIST MANAGEMENT

Referrals

The PCWA must establish and implement a system to identify FUP-eligible families and youths within the agency's caseload and make referrals to the PHA. The PCWA must certify that the FUP applicants they refer to the PHA meet FUP eligibility requirements. The PHA is not required to maintain full documentation that demonstrates the family's or youth's FUP eligibility as determined by the PCWA but should keep the referral or certification from the PCWA.

PHA Policy

As part of the MOU, the PHA and PCWA have identified staff positions to serve as lead FUP liaisons. These positions will be responsible for transmission and acceptance of FUP referrals. The PCWA must commit sufficient staff and resources to ensure eligible families and youths are identified and determined eligible in a timely manner.

When FUP vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA FUP liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison will provide the PHA with a list of eligible referrals include the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating the youth or family is FUP-eligible.

The PHA will maintain a copy of the referral or certification from the PCWA in the participant's file along with other eligibility paperwork.

A PHA must serve any referrals (youths or families) that meet all program eligibility requirements. If a PHA determines that it has received a sufficient number of referrals from the PCWA so that the PHA will be able to lease all FUP vouchers awarded, the PHA may request that the PCWA suspend transmission of referrals. If the PHA determines that additional referrals will be needed after it has made such a request, the PHA may request that the PCWA resume transmission of referrals [Notice PIH 2011-52].

Waiting List Placement

A family that is already participating in the regular HCV program cannot be transferred to a FUP voucher.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants not already on the PHA's HCV waiting list must be placed on the HCV waiting list.

If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new FUP applicants. If necessary, the PHA may open its waiting list solely for FUP applicants, but this information must be included in the PHA's notice of opening its waiting list (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

PHA Policy

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the family or youth is FUP-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FUP-eligible.

Waiting List Selection

The PHA selects FUP-eligible families or youths based on the PHA's regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

19-I.G. PHA HCV ELIGIBILITY DETERMINATION

Once a FUP-eligible family or youth is selected from the HCV waiting list, the PHA must determine whether the family or youth meets HCV program eligibility requirements. Applicants must be eligible under both FUP family or youth eligibility requirements, as applicable, and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the family's criminal history.

PHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant's criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA's policies in Chapter 3, Part III.

Additional FUP Eligibility Factors [FUP FAQs]

For FUP family vouchers, the family must remain FUP-eligible thorough lease-up.

- If, after a family is referred by the PCWA but prior to issuing a family FUP voucher, the PHA discovers that the lack of adequate housing is no longer a primary factor for the family not reunifying, the FUP voucher may not be issued to the family.
- Similarly, if the FUP voucher has already been issued before the PHA discovers that the reunification will not happen, but the family has not yet leased up under the voucher, the PHA must not execute the HAP contract, as the family is no longer FUP-eligible.

FUP-eligible youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a FUP youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FUP youth voucher.

PHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F., including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

19.I.H. LEASE UP [FR Notice 1/24/22]

Once the PHA determines that the family or youth meets HCV eligibility requirements, the family or youth will be issued a FUP voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FUP youth of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- Supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FUP youth assistance.

PHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this administrative plan. FUP families will attend a standard HCV briefing in accordance with PHA policies in Part I of Chapter 5 of this administrative plan. FUP youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5 but will also provide an explanation of the required items listed above, as well as discussing supportive services offered by the PCWA.

For both FUP youth and FUP families, vouchers will be issued in accordance with PHA policies in Chapter 5 Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the family or youth locate a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the PHA's policies (including, but not limited to: HQS inspection, determination of rent reasonableness, etc.).

19-I.I. TERMINATION OF ASSISTANCE

General Requirements

With the exception of terminations of assistance for FUP youth after the statutorily required time period, terminations of FUP assistance are handled in the same way as the regular HCV program. Termination of a FUP voucher must be consistent with regulations for termination in 24 CFR Part 982, Subpart L and be in compliance with PHA policies (Chapter 12).

If the person who qualifies for the FUP voucher passes away, the family retains the FUP voucher. In the case of a FUP-youth voucher, assistance will terminate after the statutorily required time period, even if the FUP-eligible youth is no longer included in the household.

If the person who qualifies for the FUP voucher moves, the remaining family members may keep the FUP voucher based on PHA policy (see administrative plan, Section 3-I.C., Family Breakup and Remaining Member of Tenant Family).

FUP Family Vouchers

If parents lose their parental rights or are separated from their children after voucher lease-up (or their children reach adulthood), the family is still eligible to keep their FUP assistance, as the regulations do not permit HCV termination for a family losing parental rights or the children reaching adulthood. However, the PHA may transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household.

PHA Policy

The PHA will transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household and there is no prospect of any minor child being returned to the household.

If the PHA has no regular HCV vouchers available at the time this determination is made, including if no vouchers are available due to lack of funding, the PHA will issue the family the next available regular HCV voucher after those being issued to families residing in PBV units claiming Choice Mobility.

FUP Youth Vouchers

A PHA cannot terminate a FUP youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FUP youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of a FUP youth voucher holder to regular HCV assistance upon the expiration of the statutorily required time period. However, the PHA may issue a regular HCV to FUP youth if they were selected from the waiting list in accordance with PHA policies and may also adopt a preference for FUP youth voucher holders who are being terminated for this reason.

PHA Policy

The PHA will not provide a selection preference on the PHA's HCV waiting list for FUP youth who are terminated due to the time limit on assistance.

Upon the expiration of the statutorily required time period, a FUP youth voucher holder who has children and who lacks adequate housing may qualify for a FUP family voucher provided they are referred by the PCWA as an eligible family and meet the eligibility requirements for the PHA's HCV program.

9-I.J. FUP PORTABILITY

Portability for a FUP family or youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for a FUP family or youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

A FUP family or youth does not have to port to a jurisdiction that administers FUP.

If the receiving PHA administers the FUP voucher on behalf of the initial PHA, the voucher is still considered a FUP voucher regardless of whether the receiving PHA has a FUP program.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the incoming port into its FUP program (if it has one) or into its regular HCV program (if the receiving PHA has vouchers available to do so) and the family or youth become regular HCV participants. In either case, when the receiving PHA absorbs the voucher, a FUP voucher becomes available to the initial PHA.

Considerations for FUP Youth Vouchers

If the voucher is a FUP youth voucher and remains such upon lease-up in the receiving PHA's jurisdiction, termination of assistance must still take place once the youth has received assistance for the statutorily required time period. If the receiving PHA is administering the FUP youth voucher on behalf of the initial PHA, the two PHAs must work together to initiate termination upon expiration of the statutorily required time period.

19-I.K. PROJECT-BASING FUP VOUCHERS [Notice PIH 2017-21; FR Notice 1/24/22]

The PHA may project-base FUP vouchers without HUD approval in accordance with Notice PIH 2017-21, FR Notice 1/24/22, and all statutory and regulatory requirements for the PBV program. Project-based FUP vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

The PHA may limit PBVs to one category of FUP-eligible participants (families or youth) or a combination of the two.

While FUP vouchers can be used for either families or youth, a PBV unit may only be counted towards the PHA's 10 percent exception authority under the program cap and the project's income-mixing requirement if the FUP PBV assistance is provided on behalf of an eligible youth. The PHA must amend its administrative plan to include the limitation of these FUP PBV units to eligible youth.

PHA Policy

The PHA will not project-base FUP vouchers. All FUP vouchers will be used to provide tenant-based assistance.

PART II: FOSTER YOUTH TO INDEPENDENCE INITIATIVE

19-II.A. PROGRAM OVERVIEW [Notice PIH 2020-28; Notice PIH 2023-04; FR Notice 1/24/22]

The Foster Youth to Independence (FYI) initiative was announced in 2019. The FYI initiative allows PHAs who partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months.

Funding is available either competitively through an FYI NOFA or noncompetitively on a rolling basis in accordance with the application requirements outlined in Notice PIH 2020-28, Notice PIH 2021-26, or Notice PIH 2023-04, as applicable. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability to request additional vouchers. Where the PHA has a combined FYI and/or FUP size of no more than 10 vouchers, the PHA may request FYI vouchers with at least 50 percent utilization of its FUP and/or FYI vouchers. Where the PHA has a combined FYI and/or FUP size of 11 or more vouchers, the PHA may request FYI vouchers with 90 percent or greater utilization of its FUP and/or FYI vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

19-II.B. PARTNERING AGENCIES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar]

Public Child Welfare Agency (PCWA)

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program.

The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services for 36 months.

Continuum of Care (CoC) and Other Partners

HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, faith-based organizations, and the CoC, or a CoC recipient it designates.

19-II.C. YOUTH ELIGIBILITY CRITERIA [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25th birthday);
 - Youth must be no more than 24 years of age at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
 - Placements can include, but are not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576;
- Are homeless or at risk of becoming homeless at age 16 and older;
 - *At risk of being homeless* is fully defined at 24 CFR 576.2.
 - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution). Therefore, youth being discharged from an institution may be eligible for an FYI voucher [FYI FAQs].

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

19-II.D. SUPPORTIVE SERVICES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA, or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

PHA Policy

Additional supportive services will not be offered.

Since participation in supportive services is optional, but strongly encouraged, an FYI participant may decline supportive services.

19-II.E. REFERRALS AND WAITING LIST MANAGEMENT [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

Referrals

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility.

The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention.

Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

PHA Policy

The PHA and PCWA have identified staff positions to serve as lead FYI liaisons. These positions will be responsible for transmission and acceptance of referrals. The PCWA must commit sufficient staff and resources to ensure eligible youths are identified, prioritized, and determined eligible in a timely manner.

When vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison must provide the PHA with a list of eligible referrals, a completed release form, and a written certification for each referral indicating the referral is eligible. The list will include the name, address, and contact phone number for each adult individual who is being referred.

The PHA will maintain a copy of each certification from the PCWA in the participant's file along with other eligibility paperwork.

Waiting List Placement [Notice PIH 2023-04 and FYI FAQs]

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants not already on the PHA's HCV waiting list must be placed on the HCV waiting list.

If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

PHA Policy

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the applicant is FYI-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FYI-eligible.

Waiting List Selection

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

19-II.F. PHA HCV ELIGIBILITY DETERMINATION [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

PHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant's criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA's policies in Chapter 3, Part III.

Additional Eligibility Factors

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

PHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F, including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

19-II.G. LEASE UP [FR Notice 1/24/22]

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

PHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this policy. FYI youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5.

Vouchers will be issued in accordance with PHA policies in Chapter 5, Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the PHA policy in Chapter 9.

Should a youth fail to use the voucher, the PHA may issue the voucher to another eligible youth if one has been identified [Notice PIH 2023-04].

Turnover [Notice PIH 2023-04]

Awards of FYI Tenant Protection Vouchers (TPVs) continue to be administered under the requirements of Notice PIH 2019-20. This includes turnover requirements and the requirement to inform HUD should a youth not use a voucher or leave the program. For example, FYI TPVs awarded under Notice PIH 2019-20 “sunset” when a youth leaves the program. This means that the PHA cannot reissue FYI TPV assistance issued under that notice to another youth when an initial youth exits the HCV program. HUD does not have the authority to allow the voucher to be used for a youth other than the one identified in the request.

19-II.H. MAXIMUM ASSISTANCE PERIOD [Notice PIH 2023-04 and FYI FAQs; FR Notice 1/24/22]

Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI TPV to the same youth upon expiration of their FYI assistance.

Participants do not “age out” of the program. A participant may continue with the program until they have received the period of assistance for which they are eligible. Age limits are only applied for entry into the program.

Extension of Assistance

FYI voucher holders who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FYI voucher holders cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FYI voucher holders must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

Statutory Exceptions

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA’s FSS program if they certify that they meet one of the exceptions below:

- The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

PHA Policy

The PHA defines *incapacitated person* as **[insert definition under state and local law]**. The PHA will apply this exception in a manner that provides extensions of FYI assistance to the broadest population possible consistent with the statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

The child or incapacitated person is not required to reside in the household in order for the FYI voucher holder to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part time may qualify the FYI voucher holder for this exception.

- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

PHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with the statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

PHA Policy

The PHA will apply this requirement in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

An FYI voucher holder that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FYI voucher holders. An FYI voucher holder may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FYI voucher holder an FSS slot during their first 36 months of receiving FYI assistance, the FYI voucher holder is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

PHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

PHA Policy

The FYI voucher holder must be enrolled in education activities on at least a half-time basis, as defined by the institution which they attend. However, the PHA may make exceptions to this requirement if the FYI voucher holder is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where they are enrolled.

- The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
- The FYI voucher holder was employed.

PHA Policy

The PHA will consider the FYI voucher holder to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the FYI voucher holder's hours are reduced due to circumstances beyond their control or the FYI voucher holder must temporarily reduce their work hours due to a verified family emergency.

FSS Enrollment at 24 Months

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, HUD encourages the PHA to remind the FYI voucher holder at the 24-month reexamination of the education, workforce development, and employment requirements described above so that they have enough time to meet these requirements prior to the expiration of the 36-month time period for FYI assistance.

PHA Policy

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, the PHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above.

FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to an FYI voucher holder who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the FYI voucher holder previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their voucher.
- If the FYI voucher holder accepts the FSS slot, the PHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FYI voucher holder is offered an FSS slot prior to the 36-month mark, the FYI voucher holder:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).

- Will not be considered to have been “unable to enroll” in the FSS program, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

FSS Enrollment After 48 Months

The PHA may, but is not required, to offer an FYI voucher holder an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the FYI voucher holder will have already received their second and final extension.

PHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to an FYI voucher holder.

Extensions of Assistance

At the 36-month and 48-month reexamination, the PHA must extend FYI assistance if the FYI voucher holder is participating in and in compliance with the FSS program as long as the FYI voucher holder is still eligible for the HCV program.

In any case, the FYI voucher holder cannot receive more than a total of 60 months of FYI assistance even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

No FSS Program or Unable to Enroll in FSS

If a PHA does not carry out an FSS program or the FYI voucher holder has been unable to enroll in the program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

PHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FYI voucher holder's scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FYI voucher holder on the PHA's program with a written notification informing them that they may receive an extension of their FYI assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FYI voucher holders with disabilities and in a translated format for FYI voucher holders with limited English proficiency in accordance with Chapter 2.

The PHA will use the following verification methods to verify an FYI voucher holder's eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA's FSS program staff, that the FYI participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FYI voucher holder was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of the 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FYI voucher holder may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FYI voucher holder will still be considered to have met the requirements.

In order for the FYI voucher holder to meet one of the statutory exceptions described above, the FYI voucher holder must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FYI voucher holder must submit in order to demonstrate that they meet one of the statutory exceptions.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, the PHA must provide the FYI voucher holder the extension of voucher assistance.

Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

If the FYI voucher holder does not meet any of the statutory conditions described in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the FYI voucher holder entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 16.

19-II.I. TERMINATION OF ASSISTANCE [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies in Chapter 12. Given the statutory time limit that requires FYI vouchers to sunset, a PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

PHA Policy

The PHA will not provide a selection preference on the PHA's HCV waiting list for FYI voucher holders who are terminated due to the time limit on assistance.

19-II.J. PORTABILITY [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

19-II.K. PROJECT-BASING FYI VOUCHERS [FYI FAQs; FR Notice 1/24/22; Notice PIH 2024-03]

PHAs that have initiated the selection process to project-base FYI and/or FUP vouchers may be eligible to project-base FYI and FUP units formally identified for project basing in accordance with all applicable PBV regulations and PHA policies in Chapter 17. This includes FYI vouchers awarded under Notices PIH 2020-28, PIH 2021-26, and PIH 2023-04. Assistance awarded under Notice PIH 2019-20 is prohibited from being project-based.

PHA Policy

The PHA will not project-base FYI vouchers. All FYI vouchers will be used to provide tenant-based assistance.

PART III: VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

19-III.A. OVERVIEW

Since 2008, HCV program funding has provided rental assistance under a supportive housing program for homeless veterans. The Veterans Affairs Supportive Housing (VASH) program combines HCV rental assistance with case management and clinical services provided by the Department of Veterans Affairs (VA) at VA medical centers (VAMCs) and Community-Based Outpatient Clinics (CBOCs), or through a designated service provider (DSP) as approved by the VA Secretary. Eligible families are homeless veterans and their families that agree to participate in VA case management and are referred to the VAMC's partner PHA for HCV assistance. The VAMC or DSP's responsibilities include:

- Screening homeless veterans to determine whether they meet VASH program participation criteria;
- Referring homeless veterans to the PHA;
 - The term *homeless veteran* means a veteran who is homeless (as that term is defined in subsection (a) or (b) of Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302)). See 38 U.S.C. 2002.
- Providing appropriate treatment and supportive services to potential VASH participants, if needed, prior to PHA issuance of a voucher;
- Providing housing search assistance to VASH participants;
- Identifying the social service and medical needs of VASH participants, and providing or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout the veterans' participation period; and
- Maintaining records and providing information for evaluation purposes, as required by HUD and the VA.

VASH vouchers are awarded noncompetitively based on geographic need and PHA administrative performance. Eligible PHAs must be located within the jurisdiction of a VAMC and in an area of high need based on data compiled by HUD and the VA. When Congress funds a new allocation of VASH vouchers, HUD invites eligible PHAs to apply for a specified number of vouchers.

Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements. However, HUD is authorized to waive or specify alternative requirements to allow PHAs to effectively deliver and administer VASH assistance. Alternative requirements are established in the HUD-VASH Operating Requirements, which were originally published in the Federal Register on May 6, 2008, and updated September 27, 2021. Unless expressly waived by HUD, all regulatory requirements and HUD directives regarding the HCV program are applicable to VASH vouchers, including the use of all HUD-required contracts and other forms, and all civil rights and fair housing requirements. In addition, the PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program.

The VASH program is administered in accordance with applicable Fair Housing requirements since civil rights requirements cannot be waived under the program. These include applicable authorities under 24 CFR 5.105(a) and 24 CFR 982.53 including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination Act and all PHA policies as outlined in Chapter 2 of this document.

When HUD-VASH recipients include veterans with disabilities or family members with disabilities, reasonable accommodation requirements in Part II of Chapter 2 of this policy apply.

19-III.B. REFERRALS [FR Notice 9/27/21 and HUD-VASH Qs and As]

VAMC case managers will screen all families in accordance with VA screening criteria and refer eligible families to the PHA for determination of program eligibility and voucher issuance. The PHA has no role in determining or verifying the veteran's eligibility under VA screening criteria, including determining the veteran's homelessness status. The PHA must accept referrals from the partnering VAMC and must maintain written documentation of referrals in VASH tenant files. Upon turnover, VASH vouchers must be issued to eligible veteran families as identified by the VAMC.

PHA Policy

In order to expedite the screening process, the PHA will provide all forms and a list of documents required for the VASH application to the VAMC. Case managers will work with veterans to fill out the forms and compile all documents prior to meeting with the PHA and submitting an application. When feasible, the VAMC case manager should email or fax copies of all documents to the PHA prior to the meeting in order to allow the PHA time to review them and start a file for the veteran.

After the VAMC has given the PHA a complete referral, the PHA will perform an eligibility screening within five business days of receipt of a VAMC referral.

19-III.C. HCV PROGRAM ELIGIBILITY [FR Notice 9/27/21]

Eligible participants are homeless veterans and their families who agree to participate in case management from the VAMC.

- A *VASH Veteran* or *veteran family* refers to either a single veteran or a veteran with a household composed of two or more related persons. It also includes one or more eligible persons living with the veteran who are determined to be important to the veteran's care or well-being.
- A veteran for the purpose of VASH is a person whose length of service meets statutory requirements, and who served in the active military, naval, or air service, was discharged or released under conditions other than dishonorable, and is eligible for VA health care.

Under VASH, PHAs do not have authority to determine family eligibility in accordance with HCV program rules and PHA policies. The only reasons for denial of assistance by the PHA are failure to meet the income eligibility requirements and/or that a family member is subject to a lifetime registration requirement under a state sex offender registration program. Under portability, the receiving PHA must also comply with these VASH screening requirements.

Social Security Numbers

When verifying Social Security numbers (SSNs) for homeless veterans and their family members, an original document issued by a federal or state government agency, which contains the name and SSN of the individual along with other identifying information of the individual, is acceptable in accordance with Section 7-II.B. of this policy.

In the case of the homeless veteran, the PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a Social Security card. A VA-issued identification card may also be used to verify the SSN of a homeless veteran.

Proof of Age

The DD-214 or 10-10EZ must be accepted as proof of age in lieu of birth certificates or other PHA-required documentation as outlined in Section 7-II.C. of this policy. A VA-issued identification card may also be used to verify the age of a homeless veteran.

Photo Identification

A VA-issued identification card must be accepted in lieu of another type of government-issued photo identification. These cards also serve as verification of SSNs and date of birth.

Income Eligibility

The PHA must determine income eligibility for VASH families in accordance with 24 CFR 982.201 and policies in Section 3-II.A. If the family is over-income based on the most recently published income limits for the family size, the family will be ineligible for HCV assistance.

While income-targeting does not apply to VASH vouchers, the PHA may include the admission of extremely low-income VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

PHA Policy

While income-targeting requirements will not be considered by the PHA when families are referred by the partnering VAMC, the PHA will include any extremely low-income VASH families that are admitted in its income targeting numbers for the fiscal year in which these families are admitted.

Screening

The PHA may not screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553 with one exception: the PHAs is still required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. Accordingly, with the exception of denial for registration as a lifetime sex offender under state law and PHA policies on how sex offender screenings will be conducted, PHA policy in Sections 3-III.B. through 3-III.E. do not apply to VASH. The prohibition against screening families for anything other than lifetime sex offender status applies to all family members, not just the veteran.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. This is true unless the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, in which case the family would be denied admission to the program [New HCV GB, *HUD-VASH*, p. 6].

Denial of Assistance [Notice PIH 2008-37]

Once a veteran is referred by the VAMC, the PHA must either issue a voucher or deny assistance. If the PHA denies assistance, it must provide the family with prompt notice of the decision and a brief statement of the reason for denial in accordance with Section 3-III.F. Like in the standard HCV program, the family must be provided with the opportunity for an informal review in accordance with policies in Section 3-III.F. In addition, a copy of the denial notice must be sent to the VAMC case manager.

19-III.D. CHANGES IN FAMILY COMPOSITION

Adding Family Members [FR Notice 9/27/21]

When adding a family member after the family has been admitted to the program, PHA policies in Section 3-II.B. apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and will apply its regular screening criteria in doing so.

Remaining Family Members [HUD-VASH Qs and As]

If the homeless veteran dies while the family is being assisted, the voucher would remain with the remaining members of the tenant family. The PHA may use one of its own regular vouchers, if available, to continue assisting this family and free up a VASH voucher for another VASH-eligible family. If a regular voucher is not available, the family would continue utilizing the VASH voucher. Once the VASH voucher turns over, however, it must go to a homeless veteran family.

Family Break Up [HUD-VASH Qs and As]

In the case of divorce or separation, since the set-aside of VASH vouchers is for veterans, the voucher must remain with the veteran. This overrides the PHA's policies in Section 3-I.C. on how to determine who remains in the program if a family breaks up.

19-III.E. LEASING [FR Notice 9/27/21]

Waiting List

The PHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers. Policies in Chapter 4 relating to applicant selection from the waiting list, local preferences, special admissions, cross-listing, and opening and closing the waiting list do not apply to VASH vouchers.

Exception Payment Standards

To assist VASH participants in finding affordable housing, especially in competitive markets, HUD allows PHAs to establish a HUD-VASH exception payment standard. PHAs may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD through the regular waiver process outlined in Notice PIH 2018-16.

Voucher Issuance

Unlike the standard HCV program which requires an initial voucher term of at least 60 days, VASH vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

PHA Policy

All VASH vouchers will have an initial term of 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.

The PHA must track issuance of HCVs for families referred by the VAMC or DSP in PIC as required in Notice PIH 2011-53.

Initial Lease Term

Unlike in the standard the HCV program, VASH voucher holders may enter into an initial lease that is for less than 12 months. Accordingly, PHA policy in Section 9-I.E., Term of Assisted Tenancy, does not apply.

Ineligible Housing [FR Notice 6/18/14]

Unlike in the standard HCV program, VASH families are permitted to live on the grounds of a VA facility in units developed to house homeless veterans. This applies to both tenant-based assistance and PBV. Therefore, 24 CFR 982.352(a)(5) and 983.53(a)(2), which prohibit units on the physical grounds of a medical, mental, or similar public or private institution, do not apply to VASH for this purpose only. Accordingly, PHA policy in 9-I.D., Ineligible Units, does not apply for this purpose only.

HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that veterans may be interested in leasing in order to maintain a pool of eligible units. If a VASH family selects a unit that passed an HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (Form HUD-52517), the unit may be approved if it meets all other conditions under 24 CFR 982.305. However, the veteran must be free to select their unit and cannot be steered to these units.

PHA Policy

To expedite the leasing process, the PHA may pre-inspect available units that veterans may be interested in leasing to maintain a pool of eligible units. If a VASH family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the RTA, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305. The veteran will be free to select their unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for both initial and any required reinspections.

19-III.F. PORTABILITY [FR Notice 9/27/21 and Notice PIH 2011-53]

General Requirements

Portability policies under VASH depend on whether the family wants to move within or outside of the initial VA facility's catchment area (the area in which the VAMC or DSP operates). In all cases, the initial VA facility must be consulted prior to the move and provide written confirmation that case management will continue to be provided in the family's new location. VASH participant families may only reside in jurisdictions that are accessible to case management services, as determined by case managers at the partnering VAMC or DSP.

Under VASH, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied. As a result, PHA policies in Section 10-II.B. about nonresident applicants do not apply.

If the family no longer requires case management, there are no portability restrictions. Normal portability rules apply.

Portability within the Initial VAMC or DSP's Catchment Area

A VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the initial PHA's partnering VAMC will still provide the case management services, the receiving PHA must process the move in accordance with portability procedures:

- If the receiving PHA has been awarded VASH vouchers, it can choose to either bill the initial PHA or absorb the family if it has a VASH voucher available to do so.
 - If the PHA absorbs the family, the VAMC or DSP providing the initial case management must agree to the absorption and the transfer of case management.
- If the receiving PHA does not administer a VASH program, it must always bill the initial PHA.

Portability Outside of the Initial VAMC or DSP's Catchment Area

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the initial VAMC or DSP must first determine that the VASH family could be served by another VAMC or DSP that is participating in the VASH program, and the receiving PHA has an available VASH voucher.

In these cases, the family must be absorbed by the receiving PHA either as a new admission or as a portability move-in, as applicable. Upon absorption, the initial PHA's VASH voucher will be available to lease to a new VASH-eligible family, and the absorbed family will count toward the number of VASH slots awarded to the receiving PHA.

Portability Outside of the Initial VAMC or DSP's Catchment Area under VAWA

Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who reasonably believes they are threatened with imminent harm from further violence by remaining in the unit may port prior to receiving approval from the receiving VAMC or DSP. The initial PHA must follow its emergency transfer plan (see Exhibit 16-3). PHAs may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP.

The verbal self-certification or written request must include either a statement expressing why the participant reasonably believes that there is a threat of imminent harm from further violence if they were to remain in the same unit or a statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the participants request for the move.

The participant must still port to a PHA that has a VASH program. If the receiving PHA does not have a VASH voucher available to lease, they may bill the initial PHA until a VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

19-III.G. TERMINATION OF ASSISTANCE [FR Notice 9/27/21]

With the exception of terminations for failure to receive case management, HUD has not established any alternative requirements for termination of assistance for VASH participants. However, prior to terminating VASH participants, HUD strongly encourages PHAs to exercise their discretion under 24 CFR 982.552(c)(2) as outlined in Section 12-II.D. of this policy and consider all relevant circumstances of the specific case. This includes granting reasonable accommodations for persons with disabilities, as well as considering the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination.

VASH participant families may not be terminated after admission for a circumstance or activities that occurred prior to admission and were known to the PHA but could not be considered at the time of admission due to VASH program requirements. The PHA may terminate the family's assistance only for program violations that occur after the family's admission to the program.

Cessation of Case Management

As a condition of receiving HCV rental assistance, a HUD-VASH-eligible family must receive case management services from the VAMC or DSP. A VASH participant family's assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC or DSP.

However, a VAMC or DSP determination that the participant family no longer requires case management is not grounds for termination of voucher or PBV assistance. In such a case, at its option, the PHA may offer the family continued assistance through one of its regular vouchers. If the PHA has no voucher to offer, the family will retain its VASH voucher or PBV unit until such time as the PHA has an available voucher for the family.

VAWA [FR Notice 9/27/21]

When a veteran's family member is receiving protection under VAWA because the veteran is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the victim must continue to be assisted. Upon termination of the perpetrator's VASH assistance, the victim must be given a regular HCV if one is available, and the perpetrator's VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available, the perpetrator must be terminated from assistance and the victim will continue to use the VASH voucher.

19-III.H. PROJECT-BASING VASH VOUCHERS

General Requirements [Notice PIH 2017-21 and FR Notice 9/27/21]

PHAs are authorized to project-base their tenant-based VASH vouchers without additional HUD review or approval in accordance with Notice PIH 2017-21 and all PBV program requirements provided that the VAMC will continue to make supportive services available. In addition, since 2010, HUD has awarded VASH vouchers specifically for project-based assistance in the form of PBV HUD-VASH set-aside vouchers. While these vouchers are excluded from the PBV program cap as long as they remain under PBV HAP contract at the designated project, all other VASH vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A. Note that VASH supportive services only need to be provided to VASH families receiving PBV assistance in the project, not all families receiving PBV assistance in the project. If a VASH family does not require or no longer requires case management, the unit continues to count as an excepted PBV unit as long as the family resides in the unit.

If the PHA project-bases VASH vouchers, the PHA must consult with the partnering VAMC or DSP to ensure approval of the project or projects. PHAs may project-base VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the VASH PBVs and the other PBVs. The PHA must refer only VASH families to PBV units exclusively made available to VASH families and to PBV units funded through a HUD set-aside award.

If a VASH family is referred to the PHA and there is an available PBV unit that is not exclusively made available to VASH families, the PHA may offer to refer the family to the owner if allowable under the selection policy for that project, and the owner and PHA may amend the HAP contract to designate the PBV unit as a VASH PBV unit.

The PHA and owner may agree to amend a PBV HAP contract to redesignate a regular PBV unit as a unit specifically designated for VASH families so long as the PHA first consults with the VAMC or DSP. Additionally, the PHA and owner may agree to amend a PBV HAP contract to redesignate a unit specifically designated for VASH families as a regular PBV unit, so long as the unit is not funded through a VASH PBV set-aside award and is eligible for regular PBV (i.e., the unit is not on the grounds of a medical facility and the unit is eligible under the PHA's program and project caps).

Policies for VASH PBV units will generally follow PHA policies for the standard PBV program as listed in Chapter 17, with the exception of the policies listed below.

Failure to Participate in Case Management [FR Notice 9/27/21]

Upon notification by the VAMC or DSP of the family's failure to participate, without good cause, in case management, the PHA must provide the family a reasonable time period to vacate the unit. The PHA must terminate assistance to the family at the earlier of either the time the family vacates or the expiration of the reasonable time period given to vacate.

PHA Policy

Upon notification by the VAMC or DSP that a VASH PBV family has failed to participate in case management without good cause, the PHA will provide written notice of termination of assistance to the family and the owner within 10 business days. The family will be given 60 days from the date of the notice to move out of the unit.

The PHA may make exceptions to this 60-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the PHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted. The PHA may add the removed unit to the HAP contract after the ineligible family vacates the property.

Moves [HUD-VASH Qs and As, FR Notice 9/27/21]

When a VASH PBV family is eligible to move from its PBV unit in accordance with Section 17-VIII.C. of this policy, but there is no other comparable tenant-based rental assistance, the following procedures must be implemented:

- If a VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require a family who still requires case management to wait for a VASH tenant-based voucher for a period not to exceed 180 days;
- If a VASH tenant-based voucher is still not available after that period, the family must be allowed to move with its VASH voucher. Alternatively, the PHA may allow the family to move with its VASH voucher without having to meet this 180-day period. In either case, the PHA is required to replace the assistance in the PBV unit with one of its regular vouchers, unless the PHA and owner agree to temporarily remove the unit from the HAP contract; and
- If a VASH veteran is determined to no longer require case management, the PHA must allow the family to move with the first available tenant-based voucher if no VASH voucher is immediately available and cannot require the family to wait for a VASH voucher to become available.

PART IV: MAINSTREAM VOUCHER PROGRAM

19-IV.A. PROGRAM OVERVIEW [Notice PIH 2020-01]

Mainstream vouchers assist non-elderly persons with disabilities and their families in the form of either project-based or tenant-based voucher assistance.

Aside from separate funding appropriations and serving a specific population, Mainstream vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a Mainstream voucher differently from other applicants and participants. For example, the PHA cannot apply different payment standards, establish conditions for allowing portability, or apply different screening criteria to Mainstream families.

The Mainstream voucher program, (previously referred to as the Mainstream 5-Year program or the Section 811 voucher program) was originally authorized under the National Affordable Housing Act of 1990. Mainstream vouchers operated separately from the regular HCV program until the passage of the Frank Melville Supportive Housing Investment Act of 2010. Funding for Mainstream voucher renewals and administrative fees was first made available in 2012. In 2017 and 2019, incremental vouchers were made available for the first time since the Melville Act (in addition to renewals and administrative fees), and PHAs were invited to apply for a competitive award of Mainstream vouchers under the FY17 and FY19 NOFAs. In 2020, Notice PIH 2020-22 provided an opportunity for any PHA administering an HCV program to apply for Mainstream vouchers noncompetitively, while Notice PIH 2020-09 authorized an increase in Mainstream voucher units and budget authority for those PHAs already awarded Mainstream vouchers under the FY17 and FY19 NOFAs.

Funds for Mainstream vouchers may be recaptured and reallocated if the PHA does not comply with all program requirements or fails to maintain a utilization rate of 80 percent for the PHA's Mainstream vouchers.

19-IV.B. ELIGIBLE POPULATION [Notice PIH 2020-01 and Notice PIH 2020-22]

All Mainstream vouchers must be used to serve non-elderly persons with disabilities and their families, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old as of the effective date of the initial HAP contract. The eligible disabled household member does not need to be the head of household.

The definition of person with disabilities for purposes of Mainstream vouchers is the statutory definition under section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

Existing families receiving Mainstream vouchers, where the eligible family member is now age 62 or older, will not “age out” of the program as long as the family was eligible on the day it was first assisted under a HAP contract.

The PHA may not implement eligibility screening criteria for Mainstream vouchers that is different from that of the regular HCV program.

19-IV.C. PARTNERSHIP AND SUPPORTIVE SERVICES [Notice PIH 2020-01]

PHAs are encouraged but not required to establish formal and informal partnerships with a variety of organizations that assist persons with disabilities to help ensure eligible participants find and maintain stable housing.

PHA Policy

The PHA will implement a Mainstream program without formal partnerships.

19-IV.D. WAITING LIST ADMINISTRATION

General Waiting List Requirements [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]

PHAs must not have a separate waiting list for Mainstream voucher assistance since the PHA is required by the regulations to maintain one waiting list for tenant-based assistance [24 CFR 982.204(f)]. All PHA policies on opening, closing, and updating the waiting list, as well as waiting list preferences in Chapter 4, apply to the Mainstream program.

When the PHA is awarded Mainstream vouchers, these vouchers must be used for new admissions to the PHA's program from the waiting list. The PHA must lease these vouchers by pulling the first Mainstream-eligible family from its tenant-based waiting list. PHAs are not permitted to reassign existing participants to the program in order to make regular tenant-based vouchers available. Further, the PHA may not skip over Mainstream-eligible families on the waiting list because the PHA is serving the required number of Mainstream families.

Upon turnover, vouchers must be provided to Mainstream-eligible families. If a Mainstream turnover voucher becomes available, the PHA must determine if the families at the top of the waiting list qualify under program requirements.

Admission Preferences [Notice PIH 2020-01; FY17 Mainstream NOFA; FY19 Mainstream NOFA]

If the PHA claimed points for a preference in a NOFA application for Mainstream vouchers, the PHA must adopt a preference for at least one of the targeted groups identified in the NOFA.

PHA Policy

The PHA did not claim a preference for a targeted group as part of an application for Mainstream vouchers under a NOFA.

19-IV.E. PORTABILITY [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]

Mainstream voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to Mainstream families.

The following special considerations for Mainstream vouchers apply under portability:

- If the receiving PHA has a Mainstream voucher available, the participant may remain a Mainstream participant.
 - If the receiving PHA chooses to bill the initial PHA, then the voucher will remain a Mainstream voucher.
 - If the receiving PHA chooses to absorb the voucher, the voucher will be considered a regular voucher, or a Mainstream voucher if the receiving PHA has a Mainstream voucher available, and the Mainstream voucher at the initial PHA will be freed up to lease to another Mainstream-eligible family.
- If the receiving PHA does not have a Mainstream voucher available, the participant may receive a regular voucher.

19-IV.F. PROJECT-BASING MAINSTREAM VOUCHERS [FY19 Mainstream Voucher NOFA Q&A]

The PHA may project-base Mainstream vouchers in accordance with all applicable PBV regulations and PHA policies in Chapter 17. PHAs are responsible for ensuring that, in addition to complying with project-based voucher program requirements, the project complies with all applicable federal nondiscrimination and civil rights statutes and requirements. This includes, but is not limited to, Section 504 of the Rehabilitation Act (Section 504), Titles II or III of the Americans with Disabilities (ADA), and the Fair Housing Act and their implementing regulations at 24 CFR Part 8; 28 CFR Parts 35 and 36; and 24 CFR Part 100. Mainstream vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

PART IV: NON-ELDERLY DISABLED (NED) VOUCHERS

19-V.A. PROGRAM OVERVIEW [Notice PIH 2013-19]

NED vouchers help non-elderly disabled families lease suitable, accessible, and affordable housing in the private market. Aside from separate funding appropriations and serving a specific population, NED vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a NED voucher differently from other applicants and participants.

Some NED vouchers are awarded to PHAs through competitive NOFAs. The NOFA for FY2009 Rental Assistance for NED made incremental funding available for two categories of NED families:

- **Category 1** vouchers enable non-elderly persons or families with disabilities to access affordable housing on the private market.
- **Category 2** vouchers enable non-elderly persons with disabilities currently residing in nursing homes or other healthcare institutions to transition into the community. PHAs with NED Category 2 vouchers were required to partner with a state Medicaid or health agency or the state Money Follows the Person (MFP) Demonstration agency.

Since 1997, HCVs for NED families have been also awarded under various special purpose HCV programs: Rental Assistance for Non-Elderly Persons with Disabilities in Support of Designated Housing Plans (Designated Housing), Rental Assistance for Non-Elderly Persons with Disabilities Related to Certain Types of Section 8 Project-Based Developments (Certain Developments), One-Year Mainstream Housing Opportunities for Persons with Disabilities, and the Project Access Pilot Program (formerly Access Housing 2000).

- **Designated Housing** vouchers enable non-elderly disabled families, who would have been eligible for a public housing unit if occupancy of the unit or entire project had not been restricted to elderly families only through an approved Designated Housing Plan, to receive rental assistance. These vouchers may also assist non-elderly disabled families living in a designated unit/project/building to move from that project if they so choose. The family does not have to be listed on the PHA's voucher waiting list. Instead, they may be admitted to the program as a special admission. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.

- **Certain Developments** vouchers enable non-elderly families having a person with disabilities, who do not currently receive housing assistance in certain developments where owners establish preferences for, or restrict occupancy to, elderly families, to obtain affordable housing. These non-elderly families with a disabled person do not need to be listed on the PHA's HCV waiting list in order to be offered and receive housing choice voucher rental assistance. It is sufficient that these families' names are on the waiting list for a covered development at the time their names are provided to the PHA by the owner. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.
- **One-Year Mainstream Housing Opportunities for Persons with Disabilities (One-Year Mainstream)** vouchers enable non-elderly disabled families on the PHA's waiting list to receive a voucher. After initial leasing, turnover vouchers must be issued to non-elderly disabled families from the PHA's voucher waiting list.

19-V.B. ELIGIBLE POPULATION

General Requirements [Notice PIH 2013-19]

Only eligible families whose head of household, spouse, or cohead is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible.

In cases where the qualifying household member now qualifies as elderly due to the passage of time since the family received the NED voucher, existing NED participant families do not "age out," as the family was eligible on the day it was first assisted under a housing assistance payments (HAP) contract.

The definition of person with disabilities for purposes of NED vouchers is the statutory definition under Section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

The PHA may not implement eligibility screening criteria for NED vouchers that is different from that of the regular HCV program.

NED Category 2 [Notice PIH 2013-19 and NED Category 2 FAQs]

In addition to being eligible for the PHA's regular HCV program and a non-elderly person with a disability, in order to receive a Category 2 voucher, the family's head, spouse, cohead, or sole member must be transitioning from a nursing home or other healthcare institution and provided services needed to live independently in the community.

Nursing homes or other healthcare institutions may include intermediate care facilities and specialized institutions that care for those with intellectual disabilities, developmentally disabled, or mentally ill, but do not include board and care facilities (e.g., adult homes, adult day care, adult congregate living).

The PHA cannot limit who can apply to just those persons referred or approved by a Money Follows the Person (MFP) Demonstration agency or state health agency. Other individuals could be placed on the waiting list if they can show, with confirmation by an independent agency or organization that routinely provides such services (this can be the MFP or partnering agency, but need not be), that the transitioning individual will be provided with all necessary services, including care or case management.

For each Category 2 family, there must be documentation (e.g., a copy of a referral letter from the partnering or referring agency) in the tenant file identifying the institution where the family lived at the time of voucher issuance.

19-V.C. WAITING LIST

General Requirements [Notice PIH 2013-19]

Families must be selected for NED vouchers from the PHA's waiting list in accordance with all applicable regulations and PHA policies in Chapter 4.

Regardless of the number of NED families the PHA is required to serve, the next family on the waiting list must be served. Further, the PHA may not skip over NED-eligible families on the waiting list because the PHA is serving the required number of NED families.

NED Category 2 Referrals [NED Category 2 FAQs]

For NED Category 2 families, the partnering agency may make referrals of eligible families to the PHA for placement on the waiting list. The PHA will then select these families from the waiting list for voucher issuance. Because language in the NOFA established that vouchers awarded under the NOFA must only serve non-elderly disabled families transitioning from institutions, the PHA does not need to establish a preference in order to serve these families ahead of other families on the PHA's waiting list.

PHAs must accept applications from people living outside their jurisdictions or from people being referred from other Medicaid or MFP service agencies in their state.

If the PHA's waiting list is closed, the PHA must reopen its waiting list to accept referrals from its partnering agency. When opening the waiting list, PHAs must advertise in accordance with 24 CFR 982.206 and PHA policies in Section 4-II.C. In addition, the PHA must ensure that individuals living in eligible institutions are aware when the PHA opens its waiting list by reaching out to social service agencies, nursing homes, intermediate care facilities and specialized institutions in the local service area.

Reissuance of Turnover Vouchers [Notice PIH 2013-19]

All NED turnover vouchers must be reissued to the next NED family on the PHA's waiting list with the following exception: A Category 2 voucher must be issued to another Category 2 family upon turnover if a Category 2 family is on the PHA's waiting list. If there are no Category 2 families on the PHA's waiting list, the PHA must contact its partnering agency as well as conduct outreach through appropriate social service agencies and qualifying institutions to identify potentially eligible individuals. Only after all means of outreach have been taken to reach Category 2 families can the PHA reissue the voucher to another Category 2 NED family on the PHA's waiting list. Any subsequent turnover of that voucher must again be used for a Category 2 family on the PHA's waiting list, and the PHA is under the same obligation to conduct outreach to Category 2 families if no such families are on the PHA's waiting list.

For PHAs that received both Category 1 and Category 2 vouchers, if at any time the PHA is serving fewer Category 2 families than the number of Category 2 HCVs awarded under the NOFA, when a Category 2 family applies to the waiting list and is found eligible, the PHA must issue the next NED voucher to that family. HUD monitors the initial leasing and reissuance of Category 2 HCVs. These vouchers may be recaptured and reassigned if not leased properly and in a timely manner.

All NED vouchers should be affirmatively marketed to a diverse population of NED-eligible families to attract protected classes least likely to apply. If at any time following the turnover of a NED HCV a PHA believes it is not practicable to assist NED families, the PHA must contact HUD.

19-V.D. LEASE UP [Notice PIH 2013-19]

Briefings

In addition to providing families with a disabled person a list of accessible units known to the PHA, HUD encourages, but does not require, PHAs to provide additional resources to NED families as part of the briefing.

PHA Policy

In addition to providing families with a disabled person a list of accessible units known to the PHA, the PHA will provide a list of local supportive service and disability organizations that may provide such assistance as counseling services and funding for moving expenses or security deposits in the briefing packet. These organizations include state protection and advocacy agencies, Centers for Independent Living, state Medicaid agencies, and disability advocacy groups that represent individuals with a variety of disabilities.

Further, if other governmental or non-governmental agencies provide available resources such as housing search counseling, moving expenses, security deposits, and utility deposits, the PHA will include this information in the briefing packet.

The PHA will also offer specialized housing search assistance to families with a disabled person to locate accessible units if requested. Trained PHA staff or a local supportive service or disability organization may be able to provide this service.

Voucher Term

While the PHA is not required to establish different policies for the initial term of the voucher for NED vouchers, HUD has encouraged PHAs with NED vouchers to be generous in establishing reasonable initial search terms and subsequent extensions for families with a disabled person.

PHA Policy

All NED vouchers will have an initial term of 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.

All other PHA policies on extensions and suspension of vouchers in Section 5-II.E. will apply.

Special Housing Types [Notice PIH 2013-19 and NED Category 2 FAQs]

In general, a PHA is not required to permit families to use any of the special housing types and may limit the number of families using such housing. However, the PHA must permit the use of a special housing type if doing so provides a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities.

Such special housing types include single room occupancy housing, congregate housing, group homes, shared housing, cooperative housing, and manufactured homes when the family owns the home and leases the manufactured home space.

Persons with disabilities transitioning out of institutional settings may choose housing in the community that is in a group or shared environment or where some additional assistance for daily living is provided for them on site. Under HUD regulations, group homes and shared housing are considered special housing types and are not excluded as an eligible housing type in the HCV program. Assisted living facilities are also considered eligible housing under the normal HCV program rules, as long as the costs for meals and other supportive services are not included in the housing assistance payments (HAP) made by the PHA to the owner, and as long as the person does not need continual medical or nursing care.

19-V.E. PORTABILITY [NED Category 2 FAQs]

NED voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to NED families. However, the PHA may, but is not required to, allow applicant NED families to move under portability, even if the family did not have legal residency in the initial PHA's jurisdiction when they applied.

PHA Policy

If neither the head of household nor the spouse or cohead of a NED applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

PART VI: STABILITY VOUCHER PROGRAM

19-VI.A. PROGRAM OVERVIEW [Notice PIH 2022-24]

The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act) provided new incremental funding for voucher assistance through Stability Vouchers (SVs) for households who are:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans and families that include a veteran family member that meet one of the above criteria.

HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs. Unless expressly waived below, all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to SVs, including the use of all HUD required contracts and other forms. A PHA may request additional good cause regulatory waivers as established in Notice PIH 2018-16 in connection with the use of the SVs, which HUD will consider and assess upon the request of the PHA.

19-VI.B. PARTNERING ORGANIZATION [Notice PIH 2022-24]

SV funding is only awarded to PHAs that partner with eligible Continuums of Care (CoCs) or other entities that serve the targeted population, such as Victim Service Providers (VSPs) and Veteran Service Organizations (VSOs) serving the targeted population in the PHA's jurisdiction to implement coordinated approaches to reduce the prevalence of homelessness, improve service engagement, and promote housing stability while ensuring geographical need of assistance.

The PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish a partnership with the CoC to pair SVs with CoC-funded supportive services, and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers.

PHA Policy

The PHA has not obtained any Stability Vouchers.

19-VI.C. REFERRALS [Notice PIH 2022-24]

In general, families are issued SVs as the result of either:

- The direct referral process from the CoC or other partnering organizations; or
- A situation where the PHA makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking.

CoC Referrals

The primary responsibility of the CoC under the MOU is to make direct referrals of qualifying individuals and families to the PHA and to identify any CoC-funded available supportive services that may be paired with SVs.

The CoC or other partnering agency must certify that the SV applicants they refer to the PHA meet the definition of a qualifying individual or family for SV assistance.

The referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The PHA must retain this documentation as part of the family's file.

Referrals from Outside the CoC

The PHA must also take direct referrals from outside the CoC process if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for SV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If a direct referral is taken from outside of the CoC, the PHA must enter into a partnership to receive direct referrals from another entity, assuming there are such additional organizations that can certify that an individual or family is eligible for an SV.

The PHA must enter into an MOU with a partnering referral agency or may add the partnering referral agency to the MOU between the PHA and CoC.

19-VI.D. WAITING LIST [Notice PIH 2022-24]

HCV Waiting List

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the SV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2022-24.

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

SV Waiting List

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the SV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the SVs available, the PHA must maintain a separate waiting list for SV referrals. Upon turnover, SV vouchers must continue to remain available for eligible families.

Further, the SV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the SV waiting list.

HCV Waiting List Preferences

If local preferences are established by the PHA for HCV in Chapter 4, they do not apply to SVs. However, if the PHA has a homelessness preference or a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency.

SV Waiting List Preferences

With the exception of a residency preference, which may not be applied to the PHA's SV waiting list, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list. The preference system may not prohibit SV admissions from any of the four qualifying categories of eligibility.

19-VI.E. FAMILY ELIGIBILITY [Notice PIH 2022-24]

Referring Agency Determination of Eligibility

The CoC or referring agency determines whether the individual or family meets any one of the eligibility criteria described in Notice PIH 2022-24 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the SV program and outlined below.

In order to be eligible for an SV, a household must meet one of four eligibility criteria:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)) and 24 CFR 578.3;
- At-risk of homelessness as defined in 24 CFR 5.78.3;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans [as defined in 38 U.S.C. 101(2); 38 CFR 3.1(d)] and families that include a veteran family member that meet one of the above criteria.

Mandatory Denials

HUD waived 24 CFR 982.552 and 982.553 in part for the SV applicants and established alternative requirements for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an SV. Instead, the SV alternative requirement listed in this section will apply to all SV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2022-24 and in this chapter, however, apply only when screening the individual or family for eligibility for an SV. When adding a family member after the family has been placed under a HAP contract with SV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Under alternative requirements for the SV program, mandatory denials for SV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA will also deny assistance to household members already receiving assistance from another program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited SV grounds for denial of admission first.

Permissive Denial

Notice PIH 2022-24 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to SV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for SV families.

If the PHA intends to establish permissive prohibition policies for SV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

Prohibitions based on criminal activity for the eligible SV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

In compliance with PIH 2022-24, the PHA **will not** deny an SV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years

A PHA has ever terminated assistance under the program for any member of the family

The family 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 family has not reimbursed any PHA for amounts 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 breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3)

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity

Self-Certification of Income at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the SV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to SV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

At the time of the family's annual reexamination, the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and the PHA policies in Chapter 11.

EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

Social Security Number and Citizenship Status Verification

For the SV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. Instead, PHAs may adopt policies to admit SV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Age and Disability Verifications

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Income Targeting

The PHA must determine income eligibility for SV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for SV families. The PHA may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.

19-VI.F. HOUSING SEARCH AND LEASING

Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, SV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units.

Initial Lease Term

Unlike in the standard the HCV program, SV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

Portability

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to SVs. Exceptions are addressed below.

- Under SV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-II.B.
- A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA administers SVs under its own ACC.
- If the SV family moves under portability to another PHA that administers SVs under its own ACC:
 - The receiving PHA may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do so).
 - If the PHA does not have an SV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
 - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's SV assistance, the SV administration of the voucher is in accordance with the receiving PHA's SV policies.
- If the SV family moves under portability to another PHA that does not administer SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special SV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

19-VI.G. PAYMENT STANDARDS

Overview

For the SV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for SVs. Lower SV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate SV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for SVs, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD-published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.

All rent reasonableness requirements apply to SV units, regardless of whether the PHA has established an alternative or exception SV payment standard.

Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family’s first regular recertification on or after the effective date of the increase does not apply to SV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family’s first regular reexamination following the change.

19-VI.H. PROJECT-BASED UNITS

All tenant-based SV awards can be converted to Project-Based Vouchers (PBV) at any time after award without HUD approval provided all the established PBV regulations and requirements are followed.

All PBV requirements in 24 CFR Part 983 and in Chapter 17 apply to project-based SVs with the exception of 24 CFR 983.251(c)(1), which requires PHAs to select families for project-based units from its HCV or PBV waiting list. HUD is waiving this requirement and establishing an alternative requirement that PHAs receive SV referrals from CoC partners for vouchers as well as project-based assistance.

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GLOSSARY

A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

ACC	Annual contributions contract
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HA	Housing authority or housing agency
HAP	Housing assistance payment
HCV	Housing choice voucher
HIP	Housing Information Portal
HOTMA	Housing Opportunity through Modernization Act of 2016
HQS	Housing quality standards
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System

IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
MSA	Metropolitan statistical area (established by the U.S. Census Bureau)
MTW	Moving to Work
NOFA	Notice of funding availability
NSPIRE	National Standards for the Physical Inspection of Real Estate
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PBV	Project-based voucher
PHA	Public housing agency
PIH	(HUD Office of) Public and Indian Housing
PS	Payment standard
QC	Quality control
RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RFTA	Request for tenancy approval
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
SEMAP	Section 8 Management Assessment Program
SRO	Single room occupancy
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency

TANF	Temporary assistance for needy families
TPV	Tenant protection vouchers
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Act
VCA	Voluntary Compliance Agreement
VMS	Voucher Management System

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 their 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 committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those 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 abuse. Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

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 within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

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.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

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 their representative, or the managing agent or their 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.)

Small rural public housing agency (PHA). Section 38 defines the term “small public housing agency” as a public housing agency “for which the sum of the number of public housing dwelling units administered by the agency and the number of vouchers under section 8(o) administered by the agency is 550 or fewer” and “that predominantly operates in a rural area, as described in section 1026.35(b)(2)(iv)(A) of title 12, Code of Federal Regulations.” After consideration of the public comments discussed above, HUD is interpreting “predominantly operates in a rural area” to mean a small PHA that:

- (1) Has a primary administrative building with a physical address in a rural area as described in 12 CFR 1026.35(b)(2)(iv)(A); or
- (2) more than 50 percent of its combined public housing units and voucher units under section 8(o) are in rural areas as described in 12 CFR 1026.35(b)(2)(iv)(A). HUD also clarifies that voucher units under section 8(o) include those in the tenant-based Housing Choice Voucher (HCV) program and the Project-Based Voucher (PBV) program.

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).

Technological abuse. An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

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 Act (VAWA). 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, stalking, or human trafficking.

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 (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as child care and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, child care information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE:	Resolution setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC
SUMMARY:	City Manager recommending City Council adopt a resolution setting a public hearing on November 4, 2024, on a proposed development agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 4, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Notice of Hearing 4. Resolution Setting Hearing 5. Development Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

DATE: October 17, 2024

Economic Development Director Jill Connors is recommending City Council adopt a resolution setting a public hearing on November 4, 2024, on a proposed development agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units.

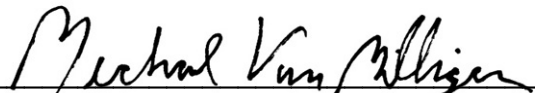
The Project is located along Radford Road and resides within the Emri Economic Development District which has been designated by City Council Resolution 387-23 as an economic development area.

Key elements of the Development Agreement are as follows:

- Developer to invest approximately \$10.5 million dollars to create 48 new housing units.
- City to make thirty (30) consecutive semi-annual tax increment financing payments to Developer.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

DATE: October 17, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution setting a public hearing on a proposed development agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units.

BACKGROUND

Dubuque Housing, LLC (Developer), a Minnesota limited liability company and subsidiary of Dubuque Housing Group, LLC is proposing to create 48 new LMI housing units in the City of Dubuque (Project). The Project is located along Radford Road and resides within the Emri Economic Development District which has been designated by City Council Resolution 387-23 as an economic development area.

DISCUSSION

Key elements of the Development Agreement are as follows:

- Developer to invest approximately \$10.5 million dollars to create 48 new housing units.
- City to make thirty (30) consecutive semi-annual tax increment financing payments to Developer.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend adopting the attached resolution setting a public hearing on the proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE HOUSING, LLC FOR THE DEVELOPMENT OF PROPERTY ON RADFORD ROAD, INCLUDING THE PROPOSED AUTHORIZATION OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 4th day of November, 2024, at 6:30 p.m. The official agenda will be posted on Friday, November 1, 2024 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org. At said meeting the City Council proposes to take action on the authorization and execution of the Development Agreement, and on the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Emri Urban Renewal Area, consisting of the funding of economic development grants to Dubuque Housing, LLC, under the terms and conditions of said Development Agreement and the Urban Renewal Plan for the Emri Urban Renewal Area. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time, but is not expected to exceed \$500,000.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of said City to the above action. After all objections have been received and considered, the City Council may at this meeting or at any adjournment thereof, approve the Development Agreement, and authorize such Tax Increment Revenue Grant Obligations or abandon the proposal. By order of the City Council said hearing and appeals therefrom shall be held in accordance with and governed by the provisions of Iowa Code Section 403.9.

This notice is given by order of the City Council of the City of Dubuque, Iowa, as provided by Iowa Code Chapter 403.

Dated this 21st day of October 2024.

Adrienne N. Breittfelder
City Clerk of Dubuque, Iowa

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE HOUSING, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and Dubuque Housing, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located along Radford Road; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with Dubuque Housing, LLC; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 4th day of November, 2024 at 6:30 p.m. The official agenda will be posted on Friday, November 1, 2024 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Dubuque Housing, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Emri Urban Renewal Area, consisting of the funding of economic developments grants to Dubuque Housing, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$500,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 21st day of October, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
DUBUQUE HOUSING, LLC**

THIS DEVELOPMENT AGREEMENT (Agreement) dated for reference purposes the ____ day of _____, 2024 is made and entered into by and between the City of Dubuque, Iowa (City) and Dubuque Housing, LLC (Developer), a Minnesota limited liability company.

WHEREAS, Developer is the owner of the following described real estate (the Property):

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.
; and

WHEREAS, the Property is located in the Emri Economic Development District (the District) which has been so designated by City Council Resolution 387-23 as an economic development area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the development of a multi-residential building located on the Property and will be operating the same during the term of this Agreement; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Property (Project); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on November 20, 2023, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Emri Economic Development District, approved by City Council of City on November 20, 2023, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto. City is in compliance with all provisions of Chapter 403 of the Iowa Code with respect to this Agreement.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties that to the best of Developer's knowledge:

(1) Developer is a Minnesota limited liability company duly organized and validly existing under the laws of the State of Minnesota and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 6th day of November, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of November, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.

(5) Developer's counsel shall issue a legal opinion to the City confirming the representations contained herein in the form attached hereto as Exhibit B.

(6) Developer shall have acquired the Property.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) to improve the Property (the Minimum Improvements). The Minimum Improvements shall consist of the construction of forty-eight (48) housing units.

2.2 [This section intentionally left blank]

2.3 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in substantial conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced no later than thirty (30) days after the Closing Date and shall be substantially completed by December 31, 2026. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, pandemic or other similar health crisis impacting normal development operations or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying in the form attached as Exhibit F. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in material compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer, as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessment of January 1, 2024 (\$334,400.00). Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year

thereafter until and including January 1, 2042, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City so certifies in December, 2026, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Emri TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Emri TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Emri TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 Subject to City's obligation to make the payments required by Section 3.1 hereof, City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.3 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(1) Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section 3.4(1). City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement. Such resolution shall be considered for adoption by the City Council at a public hearing held on or before December 1st of any year and notice of such hearing shall be given to Developer at least 30 days prior to the hearing. The resolution shall be

approved by not less than a majority of the total number of members to which the City Council is entitled. Developer and all other persons having an interest in the matter shall be given an opportunity to be heard at such hearing and prior to the adoption of such resolution.

(a) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(b) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

(c) The right of non-appropriation reserved to City in this Section 3.6(1) is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 4. COVENANTS OF DEVELOPER

4.1. Operation of Development Property; Housing Vouchers. For and in consideration of the incentives offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based solely on a public assistance source of income. A public assistance source of income means income and support

derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.1 shall survive the termination of this Agreement. If Developer, or Developer's successors or assigns violates the requirements of this Section 4.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

4.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request with at least 48 hours written notice proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

4.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

4.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions, with the exception of forms relating to Section 42 which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

4.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the cost to construct (including Minimum Improvements) replacement value when construction is completed, naming City as an additional insured and loss payee. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement

value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding \$200,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

4.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

4.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4.9 Non-Transferability.

During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale. Notwithstanding the language in this Paragraph 4.9, Developer shall be permitted to assign to any affiliate of the Developer, who is under common control, without the consent of the City, so long as such affiliate agrees to be bound by all of the terms and conditions of this Agreement and the Developer provides notification of such assignment in writing to the City. Notwithstanding anything to the contrary set forth herein, the provisions of this section shall not apply to transfers of membership interests in the Developer.

4.10 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

4.11 Restrictions on Use. During the term of this Agreement Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as residential housing is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identify, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

4.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Notwithstanding to the contrary contained herein, Developer's Investor Member shall have the right, but not the obligation, to cure an Event of Default hereunder and the City agrees to accept such cure as if provided by Developer itself.

5.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, subject to any applicable notice and/or cure period, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, in its reasonable judgment, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

5.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Dubuque Housing, LLC
 Jamie J. Thelen, Treasurer
 366 10th Ave S
 Waite Park, MN 56387
 Phone: (612) 604-6778

With copy to: Jon Peterson

Winthrop & Weinstine
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, MN 55402

With copy to:

Wells Fargo Bank, National Association
MAC D1086-239
550 South Tryon Street, 23rd Floor
Charlotte, NC 28202-4200
Director of Asset Management

If to City:

City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to:

City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

Or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2042 (the Termination Date).

6.4. Execution By Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

6.5 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

DUBUQUE HOUSING, LLC

BY: DUBUQUE HOUSING GROUP,
LLC, A MINNESOTA LIMITED
LIABILITY COMPANY, ITS MANAGER

BY: SCI ASSOCIATES, LLC, A
MINNESOTA LIMITED LIABILITY
COMPANY, ITS MANAGER

By _____
Brad M. Cavanagh, Mayor

By  _____
Megan Carr, Vice President

Attest:

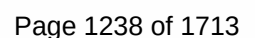
Adrienne N. Breitfelder
City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

Notary Public

STATE OF IOWA MINNESOTA)
)
COUNTY OF DUBUQUE HENNEPIN) SS


Notary Public

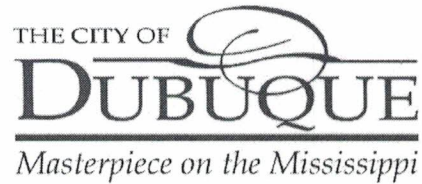


LIST OF EXHIBITS

- EXHIBIT A – City Attorney Certificate
- EXHIBIT B – Opinion of Developer Counsel
- EXHIBIT C – City Certificate
- EXHIBIT D – Memorandum of Development Agreement
- EXHIBIT E – Urban Renewal Plan
- EXHIBIT F – Certificate of Completion

**EXHIBIT A
CITY ATTORNEY'S CERTIFICATE**

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque Housing, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:tls

EXHIBIT B
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque Housing, LLC (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa ("City") dated for reference purposes the ____ day of _____, 2024.

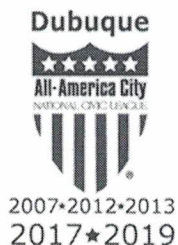
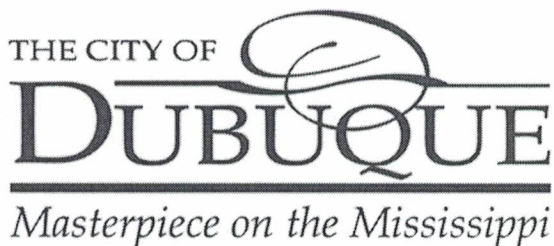
We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of Minnesota and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.
3. There are no actions, suits or proceedings pending or threatened against or affecting Developer that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

**EXHIBIT C
CITY CERTIFICATE**



City Manager's Office
City Hall
50 West 13th Street
Dubuque, IA 52001-4845
Office (563) 589-4110
Fax (563) 589-4149
TTY (563) 690-6678
ctymgr@cityofdubuque.org
www.cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque Housing, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.(2)
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City that are known to exist in any court or before any arbitrator or before

or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT D
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa non-profit corporation, of Dubuque, Iowa, and Dubuque Housing, LLC was made regarding the following described premises:

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 2024, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E
URBAN RENEWAL PLAN

(on file with the City Clerk's Office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Dubuque Housing, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the construction of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.5 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Michael C. Van Milligen and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Application Review

SUMMARY:

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

- William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants

- Luselena Bravo, 781 Cottage Place
- Traci Phillipson, 2120 Rhomberg Ave

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Catfish Creek Watershed Management Authority Applicant
3. Equity and Human Rights Commission Applicants
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, October 21, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL
REGARDING THEIR APPLICATION FOR APPOINTMENT**

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

- William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants

- Luselena Bravo, 781 Cottage Place
- Traci Phillipson, 2120 Rhomberg Ave

**APPOINTMENTS TO THE FOLLOWING COMMISSIONS
TO BE MADE AT THIS MEETING.**

Resilient Community Advisory Commission

Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly)

Applicants:

- Nolan Bielinski, 654 Kane St. – Additional Applicant
- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

BYLAWS GOVERNING THE ADMINISTRATION, DEVELOPMENT, OPERATION AND
MANAGEMENT OF THE

CATFISH CREEK WATERSHED MANAGEMENT AUTHORITY

PREAMBLE

The Catfish Creek Watershed Management Authority is a Watershed Management Authority as defined in Iowa Code chapter 466B. Iowa Code section 466B.22 provides that two or more political subdivisions (defined as including cities, counties and/or soil and water conservation districts located within the same United States Geological Survey Hydrologic Unit Code 10 watershed), may create by chapter 28E agreement pursuant to Iowa Code chapter 466B, subchapter II, a Watershed Management Authority. The purpose of such authorities is to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

These Bylaws are intended to create an organized structure to ensure a system to manage the activities of the Catfish Creek Watershed Management Authority and to serve as a communications link with participating political subdivisions.

ARTICLE I – AUTHORITY

- A. The Catfish Creek Watershed Management Authority is a Watershed Management Authority pursuant to Iowa Code Chapter 466B.
- B. The Catfish Creek Watershed Management Authority is established pursuant to the intergovernmental cooperation clause as set forth in Chapter 28E of the Iowa Code.
- C. Membership in the Catfish Creek Watershed Management Authority is limited to cities, counties, and soil and water conservation districts located within the Iowa portion of the Catfish Creek Watershed.
- D. The Catfish Creek Watershed Management Authority shall not make policy that would require a Member to change policies as set by its governing body or require a Member to contribute funds without official action of approval by that Member's governing body.
- E. No Member shall be required to contribute funds to the Authority and no action to contribute funds by a Director appointed by the Member is binding on the Member without approval by the governing board of that Member.

ARTICLE II – DEFINITIONS

- A. BOARD of DIRECTORS -- Comprised of the authorized representatives of the participating political subdivisions.
- B. MEMBER -- A political subdivision participating in the 28E Agreement that forms the Catfish Creek Watershed Management Authority.

- C. DIRECTOR – Authorized representative of a participating political subdivision (Member). Based upon watershed demographics, each political jurisdiction will
- D. INTERGOVERNMENTAL AGREEMENT – Legal document (Iowa 28E) signed by each participating subdivision to form a legal entity.
- E. QUORUM – Unless otherwise stated, a quorum is a simple majority of the Board of Directors.
- F. CCWMA – acronym for the Catfish Creek Watershed Management Authority
- G. CCWMA Administrators – Administration of the Authority will be co-coordinated by the Dubuque Soil and Water Conservation District's urban conservationist and a member of the City of Dubuque's engineering staff as appointed by the City Manager.

ARTICLE III – NAME AND PURPOSE

- A. The name of the organization shall be Catfish Creek Watershed Management Authority.
- B. The purpose of the organization shall be to enable cooperation in supporting watershed planning and improvements in the Iowa portion of the Catfish Creek Watershed for the mutual advantage of the Members. As outlined in Iowa Code Section 466B23, a Watershed Management Authority may perform all of the following:
 - 1. Assess the flood risks in the watershed.
 - 2. Assess the water quality in the watershed.
 - 3. Assess options for reducing flood risk and improving water quality in the watershed.
 - 4. Monitor federal flood risk planning and activities.
 - 5. Educate residents of the watershed area regarding water quality and flood risks.
 - 6. Allocate monies made available to the authority for purposes of water quality and flood mitigation.
 - 7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

ARTICLE IV – GOVERNANCE

- A. The affairs of the Catfish Creek Watershed Management Authority shall be conducted by the Board of Directors. Based upon watershed demographics, each member shall appoint representative's as follows:

- The City of Dubuque = 3 Directors
 - Dubuque County = 2 Directors
 - The City of Asbury = 1 Director
 - The City of Peosta = 1 Director
 - The City of Centralia = 1 Director
 - The Dubuque Soil and Water Conservation District = 1 Director
- B. The Directors shall serve staggered terms of four years. The initial Board shall determine, by lot, the initial terms to be shortened and lengthened, as necessary, to achieve staggered term
- C. If a Director is removed, a successor shall be appointed for the duration of the unexpired term of the removed Director.
- D. Each Director has one vote. A designated proxy may vote in the Director's absence.
- E. A Member may at any time remove a Director appointed by it for misfeasance, nonfeasance, or malfeasance in office.

ARTICLE V - COMMITTEES

- A. The Board shall elect an Executive Committee consisting of the Chair, Vice Chair/Chair Elect, Treasurer, and Secretary(s). All but the Secretary(s) must be elected from the Board's Directors. The Secretary(s) may or may not be a member of the Board.
- B. Executive Committee members are elected at the annual meeting in October pursuant to Article VIII.
- C. Other committees may be formed by the Board as necessary. However, the committee shall be in direct communication with the board or have a board member sit on the committee.
- D. All Members shall be notified of all committee meetings.

ARTICLE VI – OFFICERS

- A. Officers
1. The Chair, Vice Chair/Chair Elect, and Treasurer shall serve on the Board of Directors.
- B. Eligibility for office
1. The Vice Chair/Chair Elect may rotate between a representative from a county, a representative from a city, and a representative of a soil and water conservation district. Each year, the Board shall vote to rotate or keep the elected officers.
 2. The Secretary need not be a member of the Board, but may be a member of the Board.

C. Terms of office.

1. Officers are elected for two-year terms. They may be reappointed.

D. Duties

1. The Chair is expected to preside at all meetings of the Board and Executive Committee, and other duties as determined. Unless otherwise determined, the acting CCWMA administrators shall prepare an agenda in consultation with others.
2. The Vice Chair/Chair Elect is expected to preside at meetings in the absence of the Chair, assist the Chair in fulfilling his/her duties, and attend the Board and Executive Committee meetings.
3. The Secretary is expected to keep minutes and send copies of minutes and is responsible for any other correspondence of the group. The Secretary is expected to attend all Executive Committee meetings and Board meetings.
4. The Treasurer is expected to make a report at each Board meeting. The Treasurer shall assist in preparation of the budget, help develop fund raising plans, and make financial information available to the members and the public, and is expected to attend all Executive Committee and Board of Directors meetings.
5. In the event that both the Chair and Vice Chair are absent, the Treasurer shall serve as the pro-tem chairperson. The pro-tem chair shall be authorized to conduct the meeting and to sign any documents requiring signatures when said documents were the result of any action by the Board at the particular meeting.

E. Failure to Perform Duties.

1. If an officer is unable or unwilling to perform his or her duties as outlined in Article V, Section D, the Board will notify the appointing Member of the need for a new appointee.

ARTICLE VII – FINANCE

- A. A budget shall be adopted at the annual meeting.
- B. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and such other funds as are necessary to support work pursuant to this Agreement.
 1. No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member shall be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

2. All funds received for use by the Authority shall be held in a special fund by the fiscal agent designated by the Board of Directors of the Catfish Creek Watershed Management Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

ARTICLE VIII – MEETINGS

- A. The Board shall generally meet quarterly at such time and place as may be designated by the CCWMA administrators and the Chair, and said meeting shall be known as the regular meeting of the Board.
 1. Directors and/or their proxies are expected to attend meetings whenever possible.
 2. Absences in excess of three consecutive, regularly scheduled meetings will result in notification to the Member that they may wish to consider a reappointment.
 3. A closed session may be held by affirmative vote of two-thirds of the members present in accordance with Iowa Code chapter 21A.
- B. Officers shall be elected at the first organizational meeting. In subsequent years, the annual meeting and installation of officers will be held in October. The Chair shall designate the day, time and place of the annual meeting.
- C. A special meeting may be called by the Chair, or by petition of five (5) or more Directors or Members, when necessary for specific purposes requiring Board action.
- D. All meetings shall be in compliance with the Iowa Open Meetings Law (Iowa Code chapter 21A). All documents will be available to the public and may be copied at cost, on demand.

ARTICLE IX – VOTING

- A. Elections shall be by ballot or in such manner as the Executive Committee determines.
- B. Successful candidates shall be elected by a majority of the membership.
- C. A simple majority of those present at a board of directors meeting shall suffice to pass a measure submitted for vote at a regular meeting.
- D. A simple majority of those present at a committee meeting shall suffice to pass a measure submitted for vote at a committee meeting.

ARTICLE X – CONTRACTS AND OBLIGATIONS

The Board of the Catfish Creek Watershed Management Authority shall not acquire, liquidate, dissolve, or sell all or substantially all of its assets; merge; consolidate; or

enter into external contracts without approval of a two-thirds majority of the Members.

ARTICLE XI – ENFORCEMENT PROCEDURES

A. Disputes.

1. Any dispute that arises concerning violations of policies and guidelines or concerning the terms of the Intergovernmental Agreement shall be heard by the Board of Directors.

ARTICLE XII – WITHDRAWAL FROM MEMBERSHIP

Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required.

A. Obligations upon withdrawal from membership

1. A participating political subdivision terminating its participation in the Catfish Creek Watershed Management Authority shall continue to be fully obligated for all payments and other duties owed by such subdivision.
2. After terminating its participation, a political subdivision may re-apply to become an acting member of the CCWMA upon approval of the board by a majority vote.

B. Rights upon withdrawal membership

1. A participating political subdivision may request a copy of records pertaining to the participant.

ARTICLE XIII – PARLIAMENTARY AUTHORITY

All meetings of all committees, including the Assembly of the Whole, shall be conducted according to the latest edition of Robert's Rules of Order.

ARTICLE XIV – AMENDMENT OF BYLAWS

- A. These bylaws can be amended at any regular meeting of the Assembly of the Whole by a two-thirds vote of the membership, provided that the amendment has been submitted in writing at the previous regular meeting.
- B. Members shall be responsible for informing their governing body, if necessary, so their governing body may take action when the contract is renewed.

From: noreply@civicplus.com
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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Catfish Creek Watershed Management Authority
Commission, or
Committee
applying for:

Name: (PLEASE William H. Hendricks
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the William H. Hendricks
best way to
pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	1801 S. Grandview
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	DUBUQUE
State	IA
Zip Code:	52003-7920
Preferred Phone Number:	563-599-7976
Email Address(es):	bhendricks7814@gmail.com
Place of Employment:	Retired
Business Phone Number:	563-599-7976
Job Title/ Duties:	Retired. Former President of Hendricks Feed & Seed Co., Inc.
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I own 195 acres of land south of Dubuque. This property has been in our family since 1959. I have two streams that originate on the property and flow into Swiss Valley and then into Catfish Creek. I also have a one acre pond that I protect from runoff. I have participated in REAP, EQIP, and CRP programs.
What	I have a vested interest in keeping our watersheds as pure as

contributions can possible.
you make or
state reason for
applying?

Describe your
experience
working in
diverse
environments:

I was a business owner who worked with the public for 40 plus years.
I also have worked closely with my farm tenant on my land to
minimize erosion and maintain waterways. I thus have both "urban"
and "rural" experiences.

Describe your
experience
engaging other
community
members to
gather their input
and opinions:

I am open minded and have listened to many opinions on various
topics as a business owner.

List two
references:
(Include their
name and phone
number)

Brian Kane. Attorney. 563-582-7980
Mike Van Milligan. City Manager. 563-589-4110

Are you currently
serving on other
Boards,
Commissions, or
Committees?

No

If yes, which?

Field not completed.

Have you served
on a Board,
Commission, or
Committee
before?

No

If yes, which?

Field not completed.

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

Have you
participated in the
Intercultural
Competency
Program offered

No

through the City
of Dubuque or
other
organizations?

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

William H Hendricks

Date:

10/03/2024

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CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers

8-2-14: Records To Be Public; Exceptions

8-2-15: Confidentiality Of Complaints

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the equity and human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-2: PURPOSE:

The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 45-15, 7-20-2015)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

A. The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city.

B. Residents must be eighteen (18) years of age or older.

C. Membership on the commission must comply with the provisions of Iowa Code section 69.16A, relating to gender balance. No person can be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ($\frac{1}{2}$) of the membership of the commission plus one. If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment, the city must utilize a fair and unbiased method of selecting the best qualified applicants. (Ord. 45-15, 7-20-2015)

8-2-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 45-15, 7-20-2015)

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015)

8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

- A. To investigate and study the existence, character, causes, and extent of inequity and discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.
- B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.
- C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.
- D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.
- E. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents.
- F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.
- G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.
- H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015)

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Luzelena Bravo

Please enter the best way to pronounce your name below: Luselena Bravo

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Dave Heiar

Gender (choose all that apply) Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Street Address: 781 Cottage Place

PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone Number: 563213-1241

Email Address(es): lbravo@Crescentchc.org

Place of Employment: Crescent Community Health Center

Business Phone Number: 563-690-2882

Job Title/ Duties: Community Health Worker
The primary duties:
Performs all job functions according to the mission and values of Crescent.
Maintains a working knowledge of applicable Federal, State, and local laws and regulations, Standards of Conduct, as well as other policies and procedures to ensure adherence in a manner that reflects honest, ethical, and professional behavior.
Maintains a professional, collaborative work environment to foster a positive public image for Crescent Community Health Center.
Knows and adheres to all laws and regulations pertaining to patient health, safety, and medical information (i.e., HIPAA, etc.)
Functions in an assistive role under the supervision of the Population health Manager retaining accountability for one's own actions and behaviors.
Help prevent cancer for an at-risk population by linking them to consistent medical care, screenings, and insurance/financial resource plans.
Help link patients to prevention services like alcohol/tobacco cessation, vaccinations, brain health, fitness center, and

nutrition/weight reduction consultation.

For patients needing cancer screenings or treatments, help coordinate specialty provider services that accept patient's insurance coverage.

Ensure patients have access to health education, transportation, and care coordination.

Embraces change and lifelong learning, taking personal accountability to seek out experiences that enhance the ability to maintain skills and competence in clinical practice and role performance.

Seeks feedback concerning one's own practice.

Attends required training.

Helps improve community resident's ability to effectively communicate with all health providers (physical health, dental health, behavioral health) Helps identify and reduce cultural and socio-economic barriers between clients and providers.

Helps identify and reduce cultural and socio-economic barriers between clients and providers.

Assists eligible clients to apply for publicly sponsored health care insurance plans, assisting with necessary follow-up, tracking and data collection to assure continuous enrollment. Including assisting in completing applications and registrations.

Assesses basic patient needs and refers patients to community resources including transportation resources and other community agencies to meet identified needs.

Advocates for clients' health needs. Acts as a liaison between communities, individuals, and other service providers by working cooperatively with personnel assigned to the patient.

Helps clients understand their health conditions; work with the Community Health Nurse, Care Coordinators, primary care providers and others to develop strategies to improve the client's health conditions and provide support.

Follows up with patients via phone calls, home visits and visits to other settings where patients are located.

Documents activity with client in designated format. May require knowledge of word processing and other software programs.

Respects the confidentiality of an individual or group, unless obligated to disclose under proper authorization or legal compulsion.

Work across all departments at Crescent to identify any gaps and provide continuity of care for improved patient care.

Please list your experience, skills and or education that have prepared you for service on this board/commission:

As a woman of color, I have encountered a range of lived experiences, encompassing both negative and positive aspects. For more than a decade, I have dedicated my efforts towards serving underserved communities. Currently, I am pursuing my undergraduate degree at Loras, focusing on public health and complementing it with a minor in Racial Justice.

What contributions can you make or state reason for applying?	As a woman of color, I can bring valuable insights by sharing my personal experiences and actively advocating for the marginalized communities in Dubuque.
Describe your experience working in diverse environments:	Working with diverse communities has been a mixed experience for me. While I appreciate the connection I feel with certain individuals, I am also acutely aware of the significant gaps in representation and the urgent need for policy changes to support and advocate for these communities.
Describe your experience engaging other community members to gather their input and opinions:	I am of the opinion that establishing a secure environment where individuals can freely express their personal experiences and concerns can lead to collaborative efforts in bringing about positive transformations for future generations.
List two references: (Include their name and phone number)	Clara Lopez-Ortiz 563-239-8965 Sarah Millner 563-564-1017
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	SheUnites Iowa Cancer Consortium League of United Latin American Citizens Dubuque Unidos
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	Yes
If so, when?	2023
Have you	No

participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

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Signature (type your name here as electronic verification): Luzelena Bravo

Date: 6/28/2024

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Traci Phillipson

Please enter the best way to pronounce your name below: tray-see fill-up-son

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 2120 Rhomberg Ave

PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone Number: 9144507722

Email Address(es): traci.phillipson@gmail.com

Place of Employment: Loras College

Business Phone Number: *Field not completed.*

Job Title/ Duties: Assistant Professor

Please list your experience, skills and or education that have prepared you for service on this board/commission:

I have studied and taught on issue of social and political philosophy, including philosophy related to race and gender. I have taken a professional development course at Loras as part of our DEI initiative

What contributions can you make or state reason for applying?

I am interested in learning more about the Equity and human rights issues in Dubuque and helping to alleviate those issues. I would like to use my training and knowledge in the philosophical side of these issues to make a practical difference in the community

Describe your experience working in

I worked in diverse environments and an adjunct and visiting instructor in various colleges in WI and NY before coming to Dubuque. I grew up in a relatively diverse NYC suburb and was able

diverse environments:	to gain experience with a lot of difference cultures in that environment
-----------------------	--

Describe your experience engaging other community members to gather their input and opinions:	while I have little experience in this area directly, I often ask my students for input in how our class community is run and sometimes make changes based upon their feedback
---	--

List two references: (Include their name and phone number)	Felicia Carner 563-212-5885 Susan Crook 865-386-4497
---	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you served on a Board, Commission, or Committee before?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you participated in the City Life program?	No
---	----

If so, when?	<i>Field not completed.</i>
--------------	-----------------------------

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
---	----

If yes to the above question, please list the	<i>Field not completed.</i>
---	-----------------------------

organization that
offered the
program and the
date of
completion:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Thomas	Robbins	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Rod	Bakke	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Open	Open	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	Theresa	Sampson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION

3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Open	Open	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1 **	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE

3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION

3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Open	Open	7/1/27
Public Member 3	Joshua	Chamberland	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Open	Open	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.

Intermodal Transit Station

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Open	Open	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 2.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

Appointments to the following commissions to be made at this meeting.

Resilient Community Advisory Commission

Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly)

Applicants:

- Nolan Bielinski, 654 Kane St. – Additional Applicant
- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Resilient Community Advisory Commission Applicants
3. Zoning Advisory Commission Applicant
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, October 21, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

- William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants

- Luselena Bravo, 781 Cottage Place
- Traci Phillipson, 2120 Rhomberg Ave

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Resilient Community Advisory Commission

Two, 3-Year terms through July 1, 2027 (Vacant terms of Hoffman and Connolly)

Applicants:

- Nolan Bielinski, 654 Kane St. – Additional Applicant
- Rachel Schmidt Boeke, 1241 Jackson St.

Zoning Advisory Commission

One, 5-Year term through July 1, 2027 (Vacant term of Sempf)

Applicant:

- Troy Froistad, 477 West 3rd St.

CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

2-6-1: Commission Created

2-6-2: Purpose

2-6-3: Internal Organization And Rules

2-6-4: Procedures For Operation

2-6-5: Membership

2-6-6: Oath

2-6-7: Terms

2-6-8: Vacancies

2-6-9: Officers/Organization

2-6-10: Meetings

2-6-11: Compensation

2-6-12: Removal

2-6-13: Powers

2-6-1: COMMISSION CREATED:

There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 32-16, 7-5-2016)

2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:
 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.
 4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.
 5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 32-16, 7-5-2016)

2-6-7: TERMS:

The initial terms shall be as follows:

- A. Two (2) at large members appointed until July 1, 2018;

B. Two (2) at large members appointed until July 1, 2019; and

C. Two (2) at large members appointed until July 1, 2020.

D. Three (3) cross representative members appointed until the expiration of their terms on the cross represented board or commission.

Following the initial terms, the term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017)

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:

A. Regular Meetings: The commission generally meets monthly. When there is no business, there is no obligation to meet.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021)

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget. (Ord. 32-16, 7-5-2016)

2-6-12: REMOVAL:

Except as provided in subsection 2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.

B. To review plans for long term prevention, preparedness, and recovery efforts.

C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.

D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.

E. To educate and engage the public on commission priorities.

F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.

G. To review and make recommendations regarding sustainable Dubuque community grant allocations.

H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.

I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gina Bell](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/7/2024 10:28:45 AM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please identify which required criteria you possess to qualify for the Resilient Community Advisory Commission	Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data
--	--

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Nolan Bielinski

Please enter the Noh-lin Beel-in-ski

best way to
pronounce your
name below:

How did you hear Through a Friend, Other:
about City of
Dubuque Boards
and
Commission?

If other, please Coworker is currently on the commission
specify:

Gender (choose Man
all that apply)

If trans or *Field not completed.*
transgender
please specify:

If another identity *Field not completed.*
please specify:

Street Address: 654 Kane Street
PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone 8152743247
Number:

Email nolanbielinski@gmail.com
Address(es):

Place of University of Dubuque
Employment:

Business Phone 563 589 3834
Number:

Job Title/ Duties: Department of Natural Sciences Assistant Professor

Please list your experience, skills and or education that have prepared you for service on this board/commission:	Worked in natural resources management at the county level, and federal level. PhD in Ecology and Evolutionary Biology. Taught classes on ecology and conservation, I have developed a great interest over the past few years in city planning (connectivity, incorporating nature)
What contributions can you make or state reason for applying?	Provide a grounded yet ambitious view of the future of the city. Will put effort into finding pivotal intersections between sustainability, efficiency, and beauty. I feel that this city is the perfect size for alternate transport. It is large enough to support the infrastructure (physically and economically) and small enough so that walkable and bikeable routes will be useful to get to most areas of the city.
Describe your experience working in diverse environments:	I have taught college courses in large cities and small towns alike. I have lived in the Midwest and the Mountain West. I have volunteered as a career advisor for low-income community college students. I have lived in the city, the suburbs and in the country. I have come to learn that public programs that benefit the entire community can be powerful tools.
Describe your experience engaging other community members to gather their input and opinions:	I have experience in this mostly through programs hosted by academic institutions I have worked for. Including community fairs on campus, science talks for prospective high school students, and volunteer events out in the field planting natives or cutting invasive plant species.
List two references: (Include their name and phone number)	David Wise (PhD Advisor, University of Illinois at Chicago). dhwise.uic@gmail.com. 312 307 1391 Liam Heneghan (Professor at DePaul University, Chicago) lhenegha@depaul.edu 773 325 2779
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification):

Nolan Bielinski

Date:

10/07/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gina Bell](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/26/2024 9:38:53 AM

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Please identify which required criteria you possess to qualify for the Resilient Community Advisory Commission	Interest and/or expertise in economic prosperity, Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data
--	--

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Rachel Schmidt Boeke

Please enter the RAY-chul shmit BOH-key

best way to
pronounce your
name below:

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website, City Life or another City of Dubuque Program

If other, please specify: *Field not completed.*

Gender (choose all that apply) Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Street Address: 1241 Jackson St.
PLEASE NOTE:
you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone Number: 515-451-2291

Email Address(es): rtsboeke@gmail.com

Place of Employment: Dubuque Rescue Mission

Business Phone Number: 563-583-1394 x107

Job Title/ Duties: Program Manager: grant writing; internal and external partnership building; strategic planning; program development

Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have had direct involvement in resilient land management through my previous Rescue Mission position as Garden Manager; my work with the Honor Native Land Fund; my own organic urban farm; and my tenure as chair of the Catfish Creek Watershed Management Authority. I also have broad experience working directly with urban community members through my current Rescue Mission position, my previous position at Carnegie-Stout Public Library, and other various paid and volunteer work.
What contributions can you make or state reason for applying?	Over the 11 years I have lived in Dubuque, I've developed a wide array of relationships in the community through various projects. A primary focus of all of my work is resiliency; I view this as the most important value of the City and would be honored to participate in its implementation through this commission.
Describe your experience working in diverse environments:	I have held a variety of types of positions, from higher education to alternative education; office work to field labor to direct service; at establishments from nonprofit to government to food service. Much of this work has been directly focused on marginalized communities and I have worked both in collaboration with and in service of people of varied nationalities, socioeconomic status, race, and education level.
Describe your experience engaging other community members to gather their input and opinions:	A few examples: I led English as a Second Language (ESL) conversation classes with international workers and their families, which was in a collaborative format focused not only on language practice, but also on connecting immigrants to one another and to the wider community in ways most useful to them. I managed the Dubuque Rescue Mission Garden in collaboration with homeless residents of the Mission shelter and volunteers, focusing the plan each year (and day) on the needs and interest of that community. I helped establish the Honor Native Land Fund's partnership with the Great Plains Action Society, which allowed us to take direction from and direct our resources to this native-women-led organization.
List two references: (Include their name and phone number)	Will Pearsall, Dubuque Rescue Mission Resident Manager: 563-564-3305 Willie O'Brien, Water & Resource Recovery Center Plant Manager: 563-581-8707
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or	Yes

Committee
before?

If yes, which? Catfish Creek Watershed Management Authority

Have you
participated in the
City Life
program?

Yes

If so, when? 2015

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

Yes

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

City of Dubuque, 2018, then became a facilitator for that program.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Rachel Schmidt Boeke

Date: 9/26/24

Email not displaying correctly? [View it in your browser.](#)

CHAPTER 9

ZONING ADVISORY COMMISSION APPLICATIONS AND PROCEDURES

SECTION:

16-9-1: Zoning Advisory Commission

16-9-2: General Powers

16-9-3: Organization, Meetings

16-9-4: Procedures Of Operation

16-9-5: Zoning Reclassification

16-9-5-1: Application Requirements

16-9-5-2: Zoning Advisory Commission Action

16-9-5-3: City Council Action

16-9-6: Text Amendment Procedure

16-9-6-1: Text Amendment

16-9-6-2: Application Requirements

16-9-6-3: Zoning Advisory Commission Action

16-9-6-4: City Council Action

16-9-7: Public Hearings

16-9-8: Notice Of Zoning Advisory Commission Hearings

16-9-1: ZONING ADVISORY COMMISSION:

A. Commission Created: There is hereby created the zoning advisory commission.

B. Purpose: The purpose of the commission is to make recommendations to the city council on applications for rezoning, subdivision plat approval, and text amendments to the zoning ordinance; to receive input from applicants, neighboring property owners, citizens, and city staff; to review applications in terms of their impact on the neighborhood, community, environment, and the city's utilities and transportation systems; and to forward to the city council the commission's recommendations with the assistance of planning services staff.

C. Internal Organization And Rules: The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

E. Membership:

1. Number Of Commissioners: The commission comprises seven (7) residents of the city, appointed by the city council.

2. Age Restriction: Residents must be eighteen (18) years of age or older.

3. Qualifications:

a. Members must be qualified by knowledge, experience, and ability to act in matters pertaining to short range planning and zoning, none of whom hold an elective position in the city.

b. Two (2) members of the zoning advisory commission must be appointed to serve on the airport zoning advisory commission, with city council approval.

4. Compliance With Iowa Code: Membership on the commission must comply with the provisions of Iowa Code section 69.16A, relating to gender balance. No person can be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ($\frac{1}{2}$) of the membership of the commission plus one. If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment, the city must utilize a fair and unbiased method of selecting the best qualified applicants.

F. Oath: Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

G. Terms: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning advisory commission must coincide with their terms on the Airport Zoning Advisory Commission.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The Commissioners must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the commission. The Commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 43-15, 7-6-2015)

J. Meetings:

1. Meetings: Meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

2. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

3. Attendance:

a. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

4. Minutes: A copy of the minutes of all meetings of the commission must be filed with the City Council within ten (10) working days after each meeting, or by the next regularly scheduled City Council meeting, whichever is later. (Ord. 48-16, 9-19-2016)

5. Quorum: Four (4) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 2-19, 1-22-2019)

K. Compensation: Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget.

L. Removal: Except as provided in subsection J3a of this section, the City Council may remove any Commissioner for good cause.

M. Powers: The commission has the following powers, duties, and responsibilities:

1. To prepare and recommend a zoning ordinance to exercise the powers conferred by State law. Such zoning ordinance must include the boundaries of the various zoning districts; the height, number of stories, and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts, and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential, or other purposes; and such

regulations and restrictions necessary to enforce such zoning provisions. To this end the commission must prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, and submit a final zoning ordinance and its recommendations to the City Council;

2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes, or modifications to the zoning ordinance but only after a public hearing;

3. To make such surveys, studies, maps, plans, or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission;

4. To make recommendations to the City Council upon plans, plats, or replats of subdivisions or resubdivisions within the City which show streets, alleys, or other portions of the same intended to be dedicated for public use;

5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan;

6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law; and

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

N. Waiver From Site Design Standards: The commission has the power to grant such waivers from the site design standards of this Code, as may be reasonable and within the general purpose and intent of the site plan review and approval provisions of this Code if the literal enforcement of one or more provisions of this Code is impracticable or will exact an undue hardship because of peculiar conditions pertaining to the land in question. The affirmative vote of at least four (4) Commissioners shall be necessary to grant a waiver. The waiver may be granted subject to such conditions as the commission may establish to ensure the general purpose and intent of the provisions of this Code are followed. At the commission meeting, the applicant and all other interested parties must be presented a reasonable opportunity to present their views. Decisions of the commission may be appealed to the Zoning Board of Adjustment in the same manner as appeals from a decision of an Administrative Officer. (Ord. 43-15, 7-6-2015)

16-9-2: GENERAL POWERS:

A. The Zoning Advisory Commission shall concern itself with short range physical planning and shall have and possess the following powers, duties and responsibilities:

1. To prepare and recommend a zoning ordinance by exercising the powers conferred by State law. Such zoning ordinance shall include the boundaries of the various zoning districts; the height, number of stories and size of buildings and other structures in each district; the percentage of ground that may be occupied; setback requirements; the size of yards, courts and other open space; the density of population; the location and use of buildings, structures, and land for trade, industry, commercial, residential or other purposes; and such regulations and restrictions necessary to enforce such zoning provisions. To this end the Zoning Advisory Commission shall prepare a preliminary zoning ordinance and hold public hearings thereon and after such hearings have been held, shall submit a final zoning ordinance and its recommendations to the City Council.

2. To recommend to the City Council, from time to time, as conditions require, amendments, supplements, changes or modifications to the zoning ordinance but only after a public hearing.

3. To make such surveys, studies, maps, plans or plats of the whole or any portion of the City and of any land outside thereof, which in the opinion of the Zoning Advisory Commission are consistent with the comprehensive plan and are necessary to carry out the purposes of the commission.

4. To make recommendations to the City Council upon plans, plats or replats of subdivisions or resubdivisions within the City which show streets, alleys or other portions of the same intended to be dedicated for public use.

5. To make recommendations to the Long Range Planning Advisory Commission on the preparation and maintenance of the comprehensive plan.

6. To fulfill those duties and responsibilities assigned to a City Planning Commission in State law.

7. To undertake from time to time other specific short range planning projects which may be referred to it by the City Council.

B. The City Council shall have the authority to establish or revise the priorities of the commission. (Ord. 52-09, 10-19-2009)

16-9-3: ORGANIZATION, MEETINGS:

A. The Zoning Advisory Commission shall choose annually, at its first regular meeting of the fiscal year, one of its members to act as Chairperson, and another of its members to act as Vice Chairperson, to perform all of the duties of the Chairperson during the Chairperson's absence or disability. The commission shall adopt such rules and regulations governing its operation and procedure as may be deemed necessary.

B. Meetings of the Zoning Advisory Commission shall be held the first Wednesday of the month or at the call of the Chairperson and at such other times as the commission may determine.

C. Members of the Zoning Advisory Commission shall attend at least two-thirds ($\frac{2}{3}$) of all regularly scheduled meetings within any twelve (12) month period. If any member fails to attend such prescribed number of meetings, such failure shall constitute grounds for the commission to recommend to the City Council that said member be replaced. Attendance of all members shall be entered on the minutes.

D. All meetings shall be held in conformance with the provisions of the Iowa Open Meetings Law.

E. The Zoning Advisory Commission shall file with the City Clerk a copy of the minutes of each regular and special meeting of the commission within ten (10) working days after each such meeting. (Ord. 52-09, 10-19-2009)

16-9-4: PROCEDURES OF OPERATION:

All administrative, personnel, accounting, budgetary and procurement policies of the City shall govern the Zoning Advisory Commission in all its operations, except as herein provided. (Ord. 52-09, 10-19-2009)

16-9-5: ZONING RECLASSIFICATION:

A. The City Council finds that the reclassification of property is a sensitive and important legislative function which, in the interest of maintaining uniform zoning policies and the integrity of the comprehensive plan, should only be exercised sparingly and under proper conditions. For this reason, and because the original zoning district boundaries under this title are presumed to be correct and appropriate, it shall hereafter be the policy of the City to reclassify property only where a clear showing has been made that the original classification was a mistake or that circumstances and conditions affecting the property in question have so materially changed so as to demand reclassification in the public interest.

B. The reclassification procedures outlined herein should not be confused with, or used in place of, the amendment process or the variance process. Thus, the Council intends that reclassification of property should not be entertained where: 1) an alleged hardship peculiar to the property is claimed, which is more properly the subject of a variance request; or 2) it is alleged that the provisions themselves as applied to similar properties are unreasonable, which is more properly the subject of a text amendment proposal. In all cases, the burden shall be upon the person(s) seeking reclassification to demonstrate that the requested reclassification is more appropriate than the present classification, in light of the characteristics of the property and the public welfare.

C. Furthermore, it is contemplated under this title that the Long Range Planning Advisory Commission is, in the first instance, the body responsible for the formulation and continuing review of the comprehensive plan, as expressed herein, and this commission shall be charged with the duty of periodically reviewing the policies and provisions of this title in light of its purposes and changing conditions, and proposing on its own initiative such district reclassifications or Code amendments as may be deemed appropriate to secure the public welfare. (Ord. 52-09, 10-19-2009)

16-9-5-1: APPLICATION REQUIREMENTS:

A. Any person may request a reclassification of property to another district, regardless of such person's interest in the property, by submitting a completed zoning reclassification application together with the required fee, to the Planning Services Department.

B. The applicant may submit a written request to withdraw the reclassification application at any time prior to final action by the City Council. (Ord. 52-09, 10-19-2009)

16-9-5-2: ZONING ADVISORY COMMISSION ACTION:

A. The Zoning Advisory Commission shall consider a reclassification request at a public hearing. Following the public hearing, the Zoning Advisory Commission shall act to recommend approval or denial of the request or table the request. (Ord. 52-09, 10-19-2009)

B. The recommendation of the commission shall forthwith be transmitted to the Council for its action. (Ord. 2-19, 1-22-2019)

16-9-5-3: CITY COUNCIL ACTION:

A. Public Hearing: Following receipt of any recommendation of the commission, the City Clerk shall cause a notice to be published of the date, time and place for the City Council to hold a public hearing on the requested reclassification.

B. Adopt, Table Or Reject Request: Following the public hearing, the Council shall act to adopt, table or reject the reclassification request. In cases where the commission has recommended disapproval of the reclassification, the vote of at least three-fourths ($\frac{3}{4}$) of the Council shall be required to enact the reclassification.

C. Written Protest Against Request: Furthermore, in case of a written protest against the reclassification request which is filed with the City Clerk and signed by the owners of twenty percent (20%) or more of the area of the lots included in the request, or by the owners of twenty percent (20%) or more of the property which is located within two hundred feet (200') of the exterior boundaries of the property being considered for reclassification, such request shall not be enacted except by the favorable vote of at least three-fourths ($\frac{3}{4}$) of the Council. Property owned by the City or located in the public right-of-way shall not be considered in the above calculation of twenty percent (20%) area of property ownership. (Ord. 52-09, 10-19-2009; amd. Ord. 7-11, 1-18-2011; Ord. 11-21, 4-19-2021)

16-9-6: TEXT AMENDMENT PROCEDURE:

16-9-6-1: TEXT AMENDMENT:

Text amendments are intended for wholesale changes to the zoning regulations, as a means for the City to respond to changing conditions and emerging trends in the community. Text amendments are not property specific. (Ord. 52-09, 10-19-2009)

16-9-6-2: APPLICATION REQUIREMENTS:

Any person may propose amendments to the provisions of this title by delivering a copy of the proposed amendment to the Planning Services Department. The applicant may submit a written request to withdraw the text amendment application at any time prior to final action by the City Council. (Ord. 2-19, 1-22-2019)

16-9-6-3: ZONING ADVISORY COMMISSION ACTION:

A. The Zoning Advisory Commission shall consider a text amendment request at a public hearing. Following the public hearing, the Zoning Advisory Commission shall act to recommend approval or denial of the request, or table the request.

B. The commission's recommendations shall be forthwith transmitted to the Council for its action. (Ord. 2-19, 1-22-2019)

16-9-6-4: CITY COUNCIL ACTION:

A. Following receipt of the Zoning Advisory Commission's recommendation, the City Council shall act to hold its own public hearing on the proposed amendment.

B. Following the public hearing, the Council shall adopt, table or reject the proposed amendment. In those cases where the Zoning Advisory Commission has recommended disapproval of the amendment, the affirmative vote of at least three-fourths ($\frac{3}{4}$) of the City Council shall be required to enact the amendment. (Ord. 52-09, 10-19-2009)

16-9-7: PUBLIC HEARINGS:

At all public hearings required by this title to be held by the Zoning Advisory Commission or City Council, all interested persons shall have an opportunity to express their opinions on the subject matter at hand, either in person or by agent, subject in all cases to reasonable rules of procedure. (Ord. 52-09, 10-19-2009)

16-9-8: NOTICE OF ZONING ADVISORY COMMISSION HEARINGS:

A. Notice of the time and place of all public hearings to be held by the Zoning Advisory Commission shall be published in a newspaper of general circulation in the City at least seven (7) days and not more than twenty (20) days prior to the date of the hearing.

B. A reasonable effort shall be made to notify by mail those property owners whose property is being considered for reclassification and those owners of adjacent property and other parcels within two hundred feet (200') therefrom, prior to the first public hearing in which the reclassification request will be considered. Where the commission has a public hearing on a reclassification request, the commission shall direct and require verification that the applicant or their agent has taken responsible steps to give notice of the time, place, and subject of the hearing by first class mail to all property owners within two hundred feet (200') of the property for which reclassification is requested, and to the owner(s) of the property included in such request. The commission may require, at its discretion and at the applicant's expense, notification of owners of property located more than two hundred feet (200') from the subject property and of other parties with a direct interest in the reclassification requested.

C. Only one mailing shall be required in any event, and mail notice by the Council shall not be required. In all cases, however, the notice shall be mailed not less than seven (7) days and not more than twenty (20) days prior to the public hearing announced therein. (Ord. 52-09, 10-19-2009)

From: noreply@civicplus.com

To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Shena Moon](#); [Jason Duba](#); [Wally Wernimont](#); [Matt O'Brien](#); rblosch@cityofdubque.org;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 9/25/2024 9:10:06 AM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Zoning Advisory Commission

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Troy Froistad

Please enter the best way to pronounce your name below: Troy Fur-ohy-stad

How did you hear about City of Dubuque Boards and Commission? Through a Friend, Other:

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	477 W 3rd St
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	402-690-3397
Email Address(es):	tfroista@yahoo.com
Place of Employment:	Real-estate Owner/Operator
Business Phone Number:	402-690-3397
Job Title/ Duties:	Owner / Operator of 6 properties totaling 17 units across five states. We provide safe, affordable housing through our 5 long-term properties
Please list your experience, skills and or education that have prepared you for service on this	I hold a bachelor's degree in public administration and a master's degree in project management. I retire from the military in November 2024 with 23 years active duty and a total of 29 years of military service. Relevant responsibilities held include data analyst, operations and training officer. Responsible for coordinating military exercises from 80 to 2,000 personnel. I assisted in the coordination

board/commission:	of logistics, to include equipment, ammunition, fuel, food, and training aids for these events held across the country.
What contributions can you make or state reason for applying?	I'd like to make a difference in our community. I am specifically interested in providing safe, affordable housing to the city of Dubuque and surrounding areas. Being a part of this board will broaden my understanding of the community, what it needs most, and how to fulfill those needs in terms of housing and commerce.
Describe your experience working in diverse environments:	My wife and I own six small multi-family properties in neighboring states. We manage all aspects of these homes coordinating maintenance, advertising, leasing, and rent collection. We have a very high success rate working with tenants with mid to low income to keep them paying on time while educating them on their understanding of financial literacy. My property experience combined with the military opportunities has given me the chance to work with and develop relationships with people of all races, genders, and religious backgrounds to achieve shared goals. While deployed in Afghanistan I led teams of Afghan local nationals and Soldiers on construction projects to improve the communities and bases we occupied.
Describe your experience engaging other community members to gather their input and opinions:	As a member of a scout committee, we are all volunteers, yet we all have a voice. We make decisions on how money is spent, trips and outings the kids attend. We listen to one another's concerns then use that information to make the best decision for the betterment of the group. When engaging someone I first want to understand that person's perspective to learn what is most important to them. Each individual may be influenced in different ways. In order to fulfill their needs, one must understand their point of view. As a result of gathering information everyone has an opportunity to share their opinions and concerns, a vote is cast, and the majority rule determines the outcome. Everyone on the committee accepts the decision and we move on to the next topic.
List two references: (Include their name and phone number)	Wally Wernimont - 563-589-4210 Joey Lueck - 563-513-1060
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or	No

Committee
before?

If yes, which? *Field not completed.*

Have you
participated in the
City Life
program?

No

If so, when? *Field not completed.*

Have you
participated in the
Intercultural
Competency
Program offered
through the City
of Dubuque or
other
organizations?

No

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

Troy Froistad

Date: 09/25/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Thomas	Robbins	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Rod	Bakke	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Open	Open	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	Theresa	Sampson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

HOUSING APPEALS AND MEDIATION BOARD**3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.**

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Open	Open	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION**3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.**

Public Member 1 **	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE**3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Open	Open	7/1/27
Public Member 3	Joshua	Chamberland	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Open	Open	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Open	Open	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Request to Rezone 1000 Cedar Cross Road

SUMMARY: Proof of publication on notice of public hearing to consider a request from Samantha Wright to rezone property located at 1000 Cedar Cross Road from CS Commercial Service and Wholesale zoning district to C-3 General Commercial zoning district, and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 1000 Cedar Cross Road From CS Commercial Service And Wholesale District To C-3 General Commercial District

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. 00 ZAC Letter to CC 1000 Cedar Cross Rd
2. 01 Application 1000 Cedar Cross Rd REZ
3. 02 Vicinity Map - 1000 Cedar Cross Road
4. 03 Notification Map - 1000 Cedar Cross Rd
5. 04 Imagery - 1000 Cedar Cross Rd
6. 05 Staff Report - 1000 Cedar Cross Rd REZ
7. 06 CS Zoning Regulations
8. 07 C-3 Zoning Regulations
9. 08 Ordinance 1000 Cedar Cross Rd - REZONE

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org



October 4, 2024

The Honorable Mayor and City Council Members
City of Dubuque
City Hall – 50 W. 13th Street
Dubuque IA 52001

Applicant: Samantha Wright
Location: 1000 Cedar Cross Rd
Description: To rezone property from CS Commercial Service and Wholesale zoning district to C-3 General Commercial zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on October 2, 2024. The application, staff report, and related materials are attached for your review.

Discussion

Samantha Wright, 1449 Miller Road, spoke in favor of the request. She noted that she has a retail store but recently found out that the property was not zoned appropriately. She is asking to remedy that issue. She said there is C-3 zoning across the street and the surrounding area is commercial.

Staff detailed the staff report noting that the CS zoning district allows for thirty-nine (39) Principal Permitted Uses and the proposed C-3 zoning district allows for fifty-eight (58) Principal Permitted Uses. Staff shared a chart which provided a side-by-side summary of the Principal Permitted Uses in both zoning districts and highlighted those that were permitted in both districts. Staff noted that the future land use for the site is commercial and that it is along a commercial corridor. Staff shared that there was a signage complaint regarding temporary signage at the property and staff realized that the underlying zoning district did not permit the current use. Staff said the rezoning would rectify the use concern and noted that staff did not anticipate any negative impacts regarding rezoning the property.

The Commission asked how many zoning enforcement officers are within the city. Staff clarified that there one and added that enforcement is complaint driven, which is why the applicant had been operating for so long without being notified.

Recommendation

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

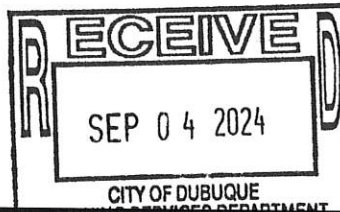
A simple majority vote is needed for the City Council to approve the request.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Mulligan", is written over the printed name.

Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments



APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
- ☒ Rezoning/PUD/ID
- ☐ Text Amendment
- ☐ Simple Subdivision
- ☐ Preliminary Plat
- ☐ Major Final Plat
- ☐ Minor Final Plat
- ☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal

Development Services

- ☐ Annexation
- ☐ Limited Setback Waiver
- ☐ Site Plan Simple
- ☐ Site Plan Minor
- ☐ Site Plan Major
- ☐ Simple Subdivision
- ☐ Temporary Use Permit
- ☐ Port of Dubuque/Chaplain Schmitt Island Design Review

Historic Preservation Commission

- ☐ Demolition Review
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 1000 Cedar Cross Road

Legal Description/Parcel ID#/Subdivision: 1034177007

Existing Zoning: CS Proposed Zoning: C-3 Site Area (square feet/acres): 0.35 acres

Historic District: _____

Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

To rezone the property from CSto C-3 to allow for retail sales and service.

C. Applicant/Agent Information

Name: Samantha Wright Phone: 563-581-3376

Address: 1449 Miller Rd City: Dubuque

State: IA Zip: 52003 Email: Samantha@primrosedbq.com

D. Property Owner(s) Information

Name(s): John R Priest Trust Phone: 563-583-1545

Address: 3213 Bittersweet Ln City: Dubuque

State: IA Zip: 52001 Email: jr.p.tsk@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: [Signature] Date: 8/22/24

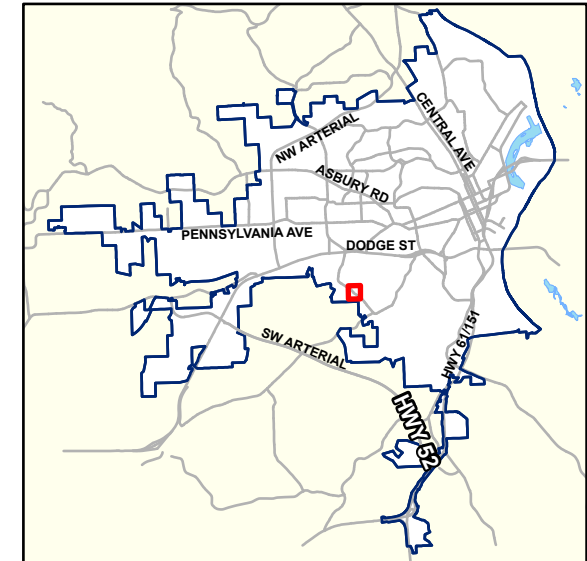
Property Owner(s): [Signature] Date: 8/22/24

FOR OFFICE USE ONLY

Fee \$ 676 Ck# 1060 ☐ CC ☐ Cash Received by Jaron Duba Date 9-3-24



Vicinity Map

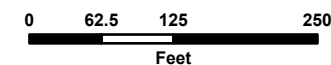
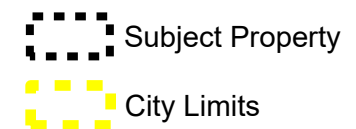


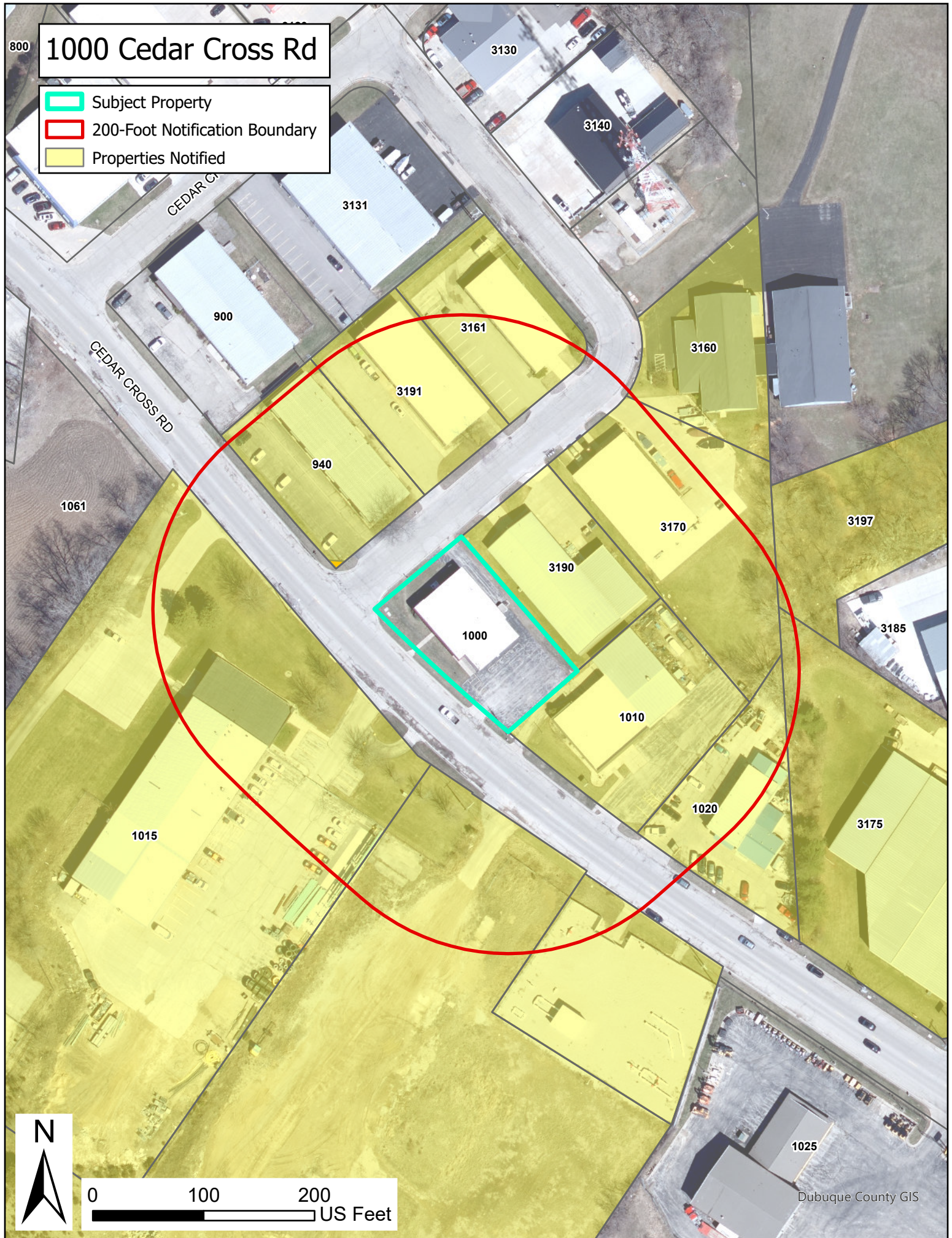
Applicant: Samantha Wright

Location: 1000 Cedar Cross Road

Type: Rezoning

Description: To rezone property from CS Commercial Service and Wholesale to C-3 General Commercial.





1000 Cedar Cross Rd

- Subject Property
- 200-Foot Notification Boundary
- Properties Notified



0 100 200 US Feet

1000 Cedar Cross Rd



Subject property from Cedar Cross Road looking east, July 2022 Street View imagery



Subject property from Cedar Cross Road looking north, July 2022 Street View imagery

1000 Cedar Cross Rd



Oblique view of subject property from west, March 2024 imagery

1000 Cedar Cross Rd



Oblique view of subject property from east, March 2024 imagery

Property Address: 1000 Cedar Cross Rd

Property Owner: John R. Priest Trust

Applicant: Samantha Wright

Description: To rezone property from CS Commercial Service and Wholesale to C-3 General Commercial.

Proposed Land Use: Commercial

Proposed Zoning: C-3

Existing Land Use: Commercial

Existing Zoning: CS

Adjacent Land Use:

North – Commercial
East – Telecommunications
South – Contractor shop
West – Utility

Adjacent Zoning:

North – C-3
East – CS
South – CS
West – CS

Former Zoning: Prior to 1975 – County
1975 – C-7 Wholesale/Commercial
1985 – CS Commercial Service & Wholesale

Total Area: 0.34 acres / 14,720 square feet

Property History: The subject property is improved with a building that was constructed in 1975 and had an addition in 1994. Staff identified newspaper advertisements showing that it has previously been a tile store (Dubuque Tile Co.), music store (Ken Mott Music), music and computer store (Ken Mott Music & Computer), and kitchen store (Tri-State Kitchens).

Physical Characteristics: The subject property is a 0.34-acre lot (14,720 square feet) corner lot at the intersection of Cedar Cross Road and Cedar Cross Court. It is improved with a 3,920 square foot building. The property is primarily flat. The surrounding development consists of a mix of commercial uses, contractor shops, and utility providers.

Property view on next page.



Subject property and zoning of surrounding area

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property as Commercial.

Impact of Request on:

Utilities: Existing utilities are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes Cedar Cross Road as a Minor Arterial, and the traffic count was 9,990 vehicles per day

in 2021. The proposed rezoning in general is not anticipated to increase traffic to the subject site; however, any future redevelopment of the subject property may warrant a traffic analysis or study to determine the potential traffic impacts.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of one lot, which is improved with a shop and a surface parking lot. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by a mix of commercial, contractor shop, and utility uses. The proposed rezoning would change the zoning designation for the subject property only and any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively affect adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from CS Commercial Service and Wholesale to C-3 General Commercial. The applicant is requesting the rezoning to allow the operation of a consignment clothing store, whose use is designated as "Retail sales and service."

The subject property is a 0.34-acre lot (14,720 square feet) corner lot at the intersection of Cedar Cross Road and Cedar Cross Court. It is improved with a 3,920-square foot building constructed in 1975 with an addition in 1994. Staff identified newspaper advertisements showing that it has previously been a tile store (Dubuque Tile Co.), music store (Ken Mott Music), music and computer store (Ken Mott Music & Computer), and kitchen store (Tri-State Kitchens). The surrounding development consists of a mix of commercial uses, contractor shops, and utility providers.

The Iowa Department of Transportation (IDOT) categorizes Cedar Cross Road as a Minor Arterial, and the traffic count was 9,990 vehicles per day in 2021. The proposed rezoning in general is not anticipated to increase traffic to the subject site; however, any future redevelopment of the subject property may warrant a traffic analysis or study to determine the potential traffic impacts.

The subject property is adequately served by existing utilities and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

The CS zoning district allows for thirty-nine (39) Principal Permitted Uses and the proposed C-3 zoning district allows for fifty-eight (58) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The twenty-three (23) uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
CS Zoning District	C-3 Zoning District
Agricultural supply sales	Agricultural supply sales
Animal hospital or clinic	Animal hospital or clinic
Appliance sales or service	Artist studio
Auto part sales or supply	Auditorium or assembly hall
Business services	Bakery
Commercial greenhouse	Bank, savings and loan, or credit union
Construction supply sales or service	Bar or tavern
Contractor shop or yard	Barber or beauty shop
Dental or medical lab	Business services
Farm implement sales or service	Car wash, full service
Freight transfer facility	Car wash, self-service
Fuel or ice dealer	Commercial greenhouse
Furniture or home furnishing sales	Construction supply sales or service
Furniture upholstery or repair	Contractor shop or yard
General office	Dental or medical lab
Kennel	Department store (60,000 sq. ft. maximum)
Landscaping services (not including retail sales as primary use)	Drive-up automated bank teller
Licensed childcare center	Farm implement sales or service
Lumberyard or building material sales	Furniture upholstery or repair
Mail order house	Gas station
Maternity group home	General office
Miniwarehousing	Golf course
Moving or storage facility	Grocery store
Off street parking lot	Hotel
Office supply	Indoor amusement arcade
Passenger transfer facility	Indoor recreation facility
Pet daycare or grooming	Indoor restaurant
Printing or publishing	Indoor theatre
Processing or assembly	Laundry, dry cleaner, or laundromat
Railroad or public or quasi-public utility, including substation	Licensed childcare center
Refrigeration equipment sales or service	Maternity group home
Registered child development home	Medical office
Resource recovery/recycling center (indoor only)	Miniwarehouse
Upholstery shop	Mobile or manufactured home sales or service
Vehicle body shop	Mortuary or funeral home
Vehicle sales or rental	Moving or storage facility
Vehicle service or repair	Museum or library
Vending or game machine sales or service	Neighborhood shopping center
Wholesale sales or distributor	Parking structure

	Parks, public or private, and similar natural recreation area
	Pet daycare or grooming
	Photographic studio
	Place of religious exercise or assembly
	Printing or publishing
	Private club
	Railroad or public or quasi-public utility, including substation
	Registered child development home
	Residential use above the first floor only
	Restaurant, drive-in or carryout
	Retail sales and service
	School of private instruction
	Service station
	Tattoo parlor
	Tour home
	Vehicle body shop
	Vehicle sales or rental
	Vehicle service or repair
	Vending or game machine sales or service
	Wholesale sales or distributor

Approval of the proposed rezoning is generally not anticipated to substantially alter the fabric of the area. However, the Commission may wish to specifically consider whether all fifty-six (58) uses within the C-3 district would be appropriate in the area. It is also worth noting that the site is fully developed, and any redevelopment, because of the property size and development standards would likely require variance or waiver approvals to be able to accommodate most of the allowed uses.

The Comprehensive Plan encourages mixed-use development and commercial development responsive to the market demands and needs of residents. The City's Future Land Use Map identifies the subject property area as Commercial.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the requested rezoning to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: Jason Duba Reviewed by: Jim Moore Date: 9/25/2024

16-5-16: CS COMMERCIAL SERVICE AND WHOLESALE:

The CS district is intended to provide locations for a variety of business services, office uses, limited industrial activity and major wholesale operations. The CS district uses are primarily characterized by large storage space requirements, high volume truck traffic and low volume customer traffic. It is intended that the CS district is one that provides a transitional zone that can be used between industrial and commercial uses and in cases where topography establishes a transitional area due to physical limitations between industrial and higher density residential development. (Ord. 52-09, 10-19-2009)

16-5-16-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the CS district:

- Agricultural supply sales.
- Animal hospital or clinic.
- Appliance sales or service.
- Auto part sales or supply.
- Business services.
- Commercial greenhouse.
- Construction supply sales or service.
- Contractor shop or yard.
- Dental or medical lab.
- Farm implement sales or service.
- Freight transfer facility.
- Fuel or ice dealer.
- Furniture or home furnishing sales.
- Furniture upholstery or repair.
- General office.
- Kennel.
- Landscaping services (not including retail sales as primary use).
- Licensed childcare center.

Lumberyard or building material sales.

Mail order house.

Miniwarehousing.

Moving or storage facility.

Off street parking lot.

Office supply.

Passenger transfer facility.

Pet daycare or grooming.

Printing or publishing.

Processing or assembly.

Railroad or public or quasi-public utility, including substation.

Refrigeration equipment sales or service.

Registered child development home.

Resource recovery/recycling center (indoor only).

Upholstery shop.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022)

16-5-16-2: CONDITIONAL USES:

The following conditional uses may be permitted in the CS district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-16-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Wind energy turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-16-4: TEMPORARY USES:

The following uses shall be permitted as temporary uses in the CS district in conformance with the provisions of section 16-3-19 of this title:

Any use listed as a permitted use within the district. (Ord. 52-09, 10-19-2009)

16-5-16-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-16-6: SIGNS:

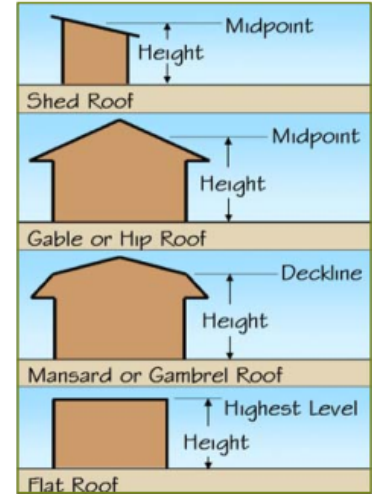
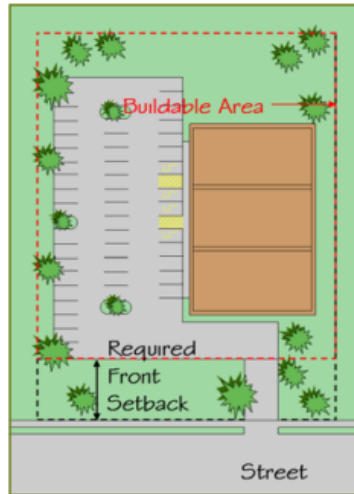
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-16-7: BULK REGULATIONS:

CS Commercial Service And Wholesale	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

16-5-13: C-3 GENERAL COMMERCIAL:

The C-3 district is intended to provide locations for commercial uses which are designed to serve the motoring public or uses requiring highway or arterial locations. (Ord. 52-09, 10-19-2009)

16-5-13-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-3 district:

- Agricultural supply sales.
- Animal hospital or clinic.
- Artist studio.
- Auditorium or assembly hall.
- Bakery (wholesale/commercial).
- Bank, savings and loan, or credit union.
- Bar or tavern.
- Barber or beauty shop.
- Business services.
- Car wash, full service.
- Car wash, self-service.
- Commercial greenhouse.
- Construction supply sales or service.
- Contractor shop or yard.
- Dental or medical lab.
- Department store (60,000 square feet maximum).
- Farm implement sales or service.
- Furniture upholstery or repair.
- Gas station.
- General office.
- Golf course.

Grocery store.

Hotel.

Indoor amusement arcade.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Medical office.

Miniwarehouse.

Mobile or manufactured home sales or service.

Mortuary or funeral home.

Moving or storage facility.

Museum or library.

Neighborhood shopping center.

Parking structure.

Parks, public or private, and similar natural recreation areas.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Restaurant, drive-in or carryout.

Retail sales and service.

School of private instruction.

Service station.

Tattoo parlor.

Tour home.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022)

16-5-13-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-3 district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Outdoor recreation or outdoor amusement center.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-13-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-13-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-6: SIGNS:

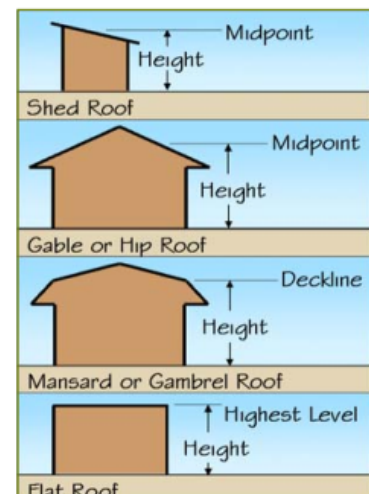
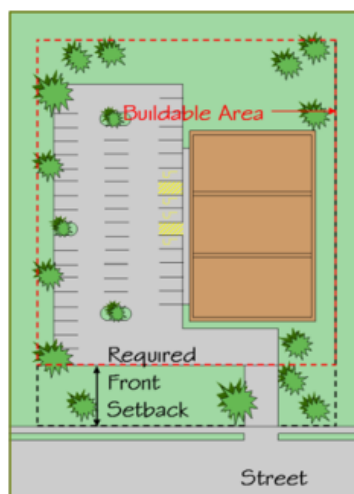
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-7: BULK REGULATIONS:

C-3 General Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	-	-	40 ft.
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breittfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 24

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1000 CEDAR CROSS ROAD FROM CS COMMERCIAL SERVICE AND WHOLESALE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from CS Commercial Service and Wholesale District to C-3 General Commercial District, to wit:

Lot 3 of Block 6 of “Cedar Cross Industrial Park”, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Resolution Adopting the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving the Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area which would expand the Area to include property relating to the construction of water infrastructure to serve the Area, including the Old Mill Road Lift Station and Force Main Project, and City Manager recommending approval.
RESOLUTION Approving The Amended And Restated Urban Renewal Plan For The North Cascade Road Housing Urban Renewal Area

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. _Memo to MVM re Amended and Restated NCR URP_
3. UR Plan for NCR HURA 2024_07312024cb
4. AttachmentA
5. AttachmentB-1-LandUse
6. AttachmentB-2-LandUseProposed
7. Attachment C - FY25 Summary of Bonded Indebtedness
8. Attachment D - Legal Description rnk
9. Consultation MINUTES_2024.1
10. Resolution Adopting NCR UR Plan_10152024bal

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

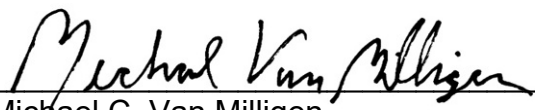
SUBJECT: Resolution Adopting the Proposed Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1

DATE: October 16, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving the Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area which would expand the Area to include property relating to the construction of water infrastructure to serve the Area, including the Old Mill Road Lift Station and Force Main Project.

The proposed Plan will provide for the continued use of tools that encourage investment and development activities in the Area and support revitalization within the Area and the community at large.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill Connors, Economic Development Director

SUBJECT: Resolution Adopting the Proposed Amended and Restated Urban
Renewal Plan for the North Cascade Road Housing Urban Renewal Area,
Version 2024.1

DATE: October 15, 2024

INTRODUCTION

This memorandum presents for City Council consideration a resolution adopting an Amended and Restated Urban Renewal Plan ("Plan") for the North Cascade Road Housing Urban Renewal Area.

The proposed Plan would expand the Area to include property relating to the construction of water infrastructure to serve the Area, including the Old Mill Road Lift Station and Force Main Project.

BACKGROUND

The Dubuque City Council approved the Urban Renewal Plan (the Plan) for the North Cascade Road Housing Urban Renewal Area (the Area) by Resolution 374-14 dated December 1, 2014 and most recently amended by Resolution 402-16 dated November 21, 2016. This Area is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the Area in order to promote housing and residential development activities. The Area was created primarily for the development of a residential district (Timber Hyrst Estates Subdivision) and infrastructure improvements.

DISCUSSION

The primary goal of the Amended and Restated Urban Renewal Plan is to stimulate, through public involvement and commitment, private investment in new housing and

residential development as defined by the Iowa Code Section 403.17(12) and to provide for infrastructure improvements to the Area. The Old Mill Road Lift Station and Force Main Project are needed to provide adequate capacity to serve existing development within the Area and the city of Dubuque as well as to allow additional flow from future development.

A consultation process was conducted with the affected taxing entities as required by Chapter 403 of the Iowa Code. Prior to the meeting, the taxing entities were mailed copies of the Plan and the Notice of Public Hearing. The required consultation to discuss, question, or object to the findings in these documents was held on Thursday, September 26th, 2024. There were no representatives from the taxing entities in attendance.

The Notice of Public Hearing was published on Friday, October 11th, 2024 in accordance with publication requirements.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution approving the Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area.

The proposed Plan will provide for the continued use of tools that encourage investment and development activities in the Area and support revitalization within the Area and the community at large.

AMENDED and RESTATED

URBAN RENEWAL PLAN

North Cascade Road Housing Urban Renewal Area

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the North Cascade Road Housing Urban Renewal Area, originally established by Resolution 374-14 of the City Council of the City of Dubuque, Iowa on October 20, 2014 and thereafter amended and restated by Resolution 153-15 on May 4, 2015, and by Resolution ____-24 on October __, 2024.

Prepared by the Economic Development Department.

Version 2024.1

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- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
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- D. BASE VALUE
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- F. RESIDENTIAL DEVELOPMENT
- G. AREA OBJECTIVES
- H. TYPE OF RENEWAL ACTIVITIES
- I. PROPOSED PROJECT
- J. FINANCIAL DATA
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- L. RELOCATION
- M. STATE AND LOCAL REQUIREMENTS
- N. SEVERABILITY
- O. URBAN RENEWAL PLAN AMENDMENTS
- P. EFFECTIVE PERIOD

ATTACHMENTS

A. INTRODUCTION

This Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area ("Plan" or "Urban Renewal Plan") has been developed to help local officials promote housing and residential development in the City of Dubuque ("City"). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by the Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The North Cascade Road Housing Urban Renewal Area ("Area" or "Urban Renewal Area") is illustrated in Attachments A, B-1, and B-2 and described in Attachment D.

The City reserves the right to further modify the boundaries of the Area at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Dubuque designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

The North Cascade Road Housing Urban Renewal Area was legally established and debt certified prior to December 1, 2014, therefore the taxable valuation within the Urban Renewal Area as of January 1, 2013, will be considered the "base valuation."

E. DEVELOPMENT PLAN

The City Council has approved a general plan for the physical development of the City as a whole, outlined in the 2012 City of Dubuque Comprehensive Plan that was adopted by the City Council on February 6, 2012. The goals, objectives, and projects in this Urban Renewal Plan are consistent with the City's Comprehensive Plan.

The North Cascade Road Housing Urban Renewal Area is subject to zoning ordinances adopted by either the City of Dubuque or Dubuque County, as applicable, and includes the following zoning classifications: County B-2, County M-1, County A1, County R-1, County R-2 and County C-1; City R-1, City R-2, City R-3, City AG, City PR (planned residential). See Attachment E for details.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

For details on current and proposed land use, see attached land use maps, Attachments B-1 and B-2.

F. RESIDENTIAL DEVELOPMENT

The City's objective in the North Cascade Road Housing Urban Renewal Area is to promote new housing and residential development.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs as defined by Iowa law) must be used to provide assistance for low and moderate income ("LMI") family housing. LMI families are those whose incomes do not exceed 80% of the median Dubuque County income. LMI families include single person households.

Unless a reduction is approved by the Iowa Economic Development Authority, the percent of incremental revenues used to provide LMI family housing assistance must be at least equal to the percentage of LMI families living in Dubuque County, as determined by the U.S. Department of Housing and Urban Development using Section 8 guidelines. The percentage of LMI families living in Dubuque County has been determined to be 38.1%. Incremental revenues equal to at least 38.1% of the public improvement costs will be used by the City to provide LMI family housing assistance.

The assistance for LMI family housing may be provided anywhere within the City and may include, but is not limited to:

1. Lots for LMI housing within or outside the urban renewal area;
2. Construction of LMI housing within or outside the urban renewal area;
3. Grants, credits or other direct assistance to LMI families living within or outside the urban renewal area, but within the area of operation of the municipality;
4. Payments to a LMI housing fund established by the City to be expended for one or more of the above purposes, including matching funds for any state or federal moneys used for such purposes.

G. AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the district and to provide housing assistance to LMI families.

More specific objectives for development within the North Cascade Road Housing Urban Renewal Area are as follows:

1. To alleviate and prevent conditions of unemployment and a shortage of housing; and that it is accordingly necessary to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the State of Iowa and the City of Dubuque.
2. To stimulate through public action and commitment, private investment in new residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of water mains, sanitary sewer, storm sewer, and street construction (including curb and gutter), as well as other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities for LMI families.

H. TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments, including purchase of existing water facilities and infrastructure, to extend current water infrastructure, and to connect new and existing water infrastructure in the Urban Renewal Area through contracted design work, contracted surveying, and contracted physical construction.
2. To arrange for or cause to be provided the construction of public infrastructure including but not limited to streets, water mains, sanitary sewer, storm sewers, or other public improvements in connection with urban renewal projects. An existing water system located in the Urban Renewal Area will be purchased and a pump station, pipes, and other infrastructure will be constructed in the Urban Renewal Area to connect the existing water system to the larger City water system and to extend service to individuals in the Urban Renewal Area.
3. To finance programs which will directly benefit housing conditions and promote the availability of housing affordable to LMI persons in the community.
4. To make loans, grants or rebates to private persons to promote housing projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects. Surveys and plans for construction, easements, and design will be needed for the implementation of the urban renewal program connecting the existing water systems and extending the water service and infrastructure within the urban renewal area.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and

infrastructure. Tax increment financing will provide for the purchase of the water system and the necessary physical improvements and infrastructure required to connect the existing water system to the City's water system and to provide service to people within the Urban Renewal Area. Tax increment revenues also may be used to reimburse the City for such costs to the extent they are paid initially from other sources, including water revenue bonds, notes or other obligations.

8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Dubuque and the State of Iowa. The improved service and infrastructure within the Urban Renewal Area will promote residential, industrial, and commercial development within the Urban Renewal Area thereby improving economic conditions for the City of Dubuque, Dubuque County, and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

I. PROPOSED PROJECT

The first proposed urban renewal project involves the construction of public infrastructure to serve a new 216-lot subdivision under development by North Cascade Road Developers, LLC ("Developer"). Certain of the public improvements are expected to be constructed by the Developer, with the balance being constructed by the City. The expected public improvements and their estimated costs are as follows:

<u>Public Improvements</u>	<u>Costs Covered by Increment</u>
Fiber Conduit & Vaults	\$111,111
Stormwater Over Detention	\$50,000
Escrow	\$40,300
Enhanced Park	\$150,000
English Ridge Pump Station	\$111,111
Water System Acquisition & Improvements	\$1,692,000
Roadway Improve - Timber Hyrst to Curve #2	\$204,280
Roadway Improve - Curve #2 to Edval	\$201,960
Roadway Improve - Edval to Zoo	\$624,480

Total

\$5,640,522

Through a Development Agreement dated April 1, 2015, the City has committed to provide assistance to the Developer in the form of property tax rebates of potential incremental taxes, under the terms of a rebate agreement between the City and the Developer. Under the proposal, some of the incremental property tax generated from the new houses constructed within the Urban Renewal Area pursuant to Iowa Code Section 403.19 is expected to be rebated to the Developer (in an amount not to exceed the Developer's certified costs of constructing certain of the required public improvements or \$161,000, whichever is less, or such other amount as may be determined by the City Council) for a period of time to be determined by the City Council. These rebates will not be general obligations of the City, but will be payable solely from incremental property taxes generated by the project.

An existing water system located in the Urban Renewal Area will be purchased and a pump station, pipes, and other infrastructure will be constructed in the Urban Renewal Area to connect the existing water system to the larger City water system and to extend service to individuals in the Urban Renewal Area. The real property and infrastructure to be acquired by the City are described on Attachments D and E located in or around the areas of the Vernon subdivisions, English Ridge subdivision, English Mill Road, Barrington Lakes, and Highway 20. Improvements to the system will occur in the areas shown on Attachments D and E, and in the areas of or around the Vernon subdivisions, English Ridge subdivision, English Mill Road, Barrington Lakes, and Highway 20.

The City will set aside incremental taxes in an amount not less than the required LMI percentage (38.1%) of the total project costs and use those funds to support LMI family housing anywhere in the community. The remaining incremental taxes will be available to the City in accordance with Iowa Code §403.19, and will be used to pay the public infrastructure costs described above, or to reimburse the City to the extent such costs are paid initially from other sources.

The second proposed urban renewal project is the construction of the Old Mill Road Lift Station and Force Main Project. The project, to be undertaken by the City of Dubuque, includes the construction of one 20 MGD dry pit submersible pumping station, the installation of two 30-inch-diameter PVC force mains, a 48-inch-diameter RCP gravity sewer, a 54-inch-diameter RCP gravity sewer, three 7-foot by 7-foot manholes, and two 8-foot by 8-foot manholes. The cost of Phase I is estimated to be \$18,500,000 million dollars.

J. FINANCIAL DATA

- 1) June 30, 2024, Statutory debt limit: \$262,722,395 (see Attachment C)
- 2) Outstanding general obligation debt as of June 30, 2024 subject to debt limit: \$105,280,288 (see Attachment C)
- 3) Proposed amount of indebtedness to be incurred: Although a specific amount of indebtedness to be incurred in the Area has not yet been determined, the estimated cost of constructing the public improvements in the Urban Renewal Area is not expected to exceed \$24.1 million, with approximately \$7 million in increment covering these expenses. The required LMI set-aside is 38.1% of such amount, but the City currently expects to use approximately \$6 million of the available tax increment for LMI housing assistance. The City will respond to other development opportunities as they arise. The total amount of tax increment to be used under this Plan is expected to be approximately \$13 million.

K. PROPERTY ACQUISITION/DISPOSITION

The City intends to acquire certain property interests, consisting generally of a water tower, the land on which it is located, and related buildings, sheds, pipes, and other system equipment in order to accomplish the objectives of the Plan (see Property Acquisition Map, Attachment D). Urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

L. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

M. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

N. SEVERABILITY

In the event one or more provisions contained in this Urban Renewal Plan, as it may be amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, lack of authorization or enforceability shall not affect any other provision of this Urban Renewal Plan, and

this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

O. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

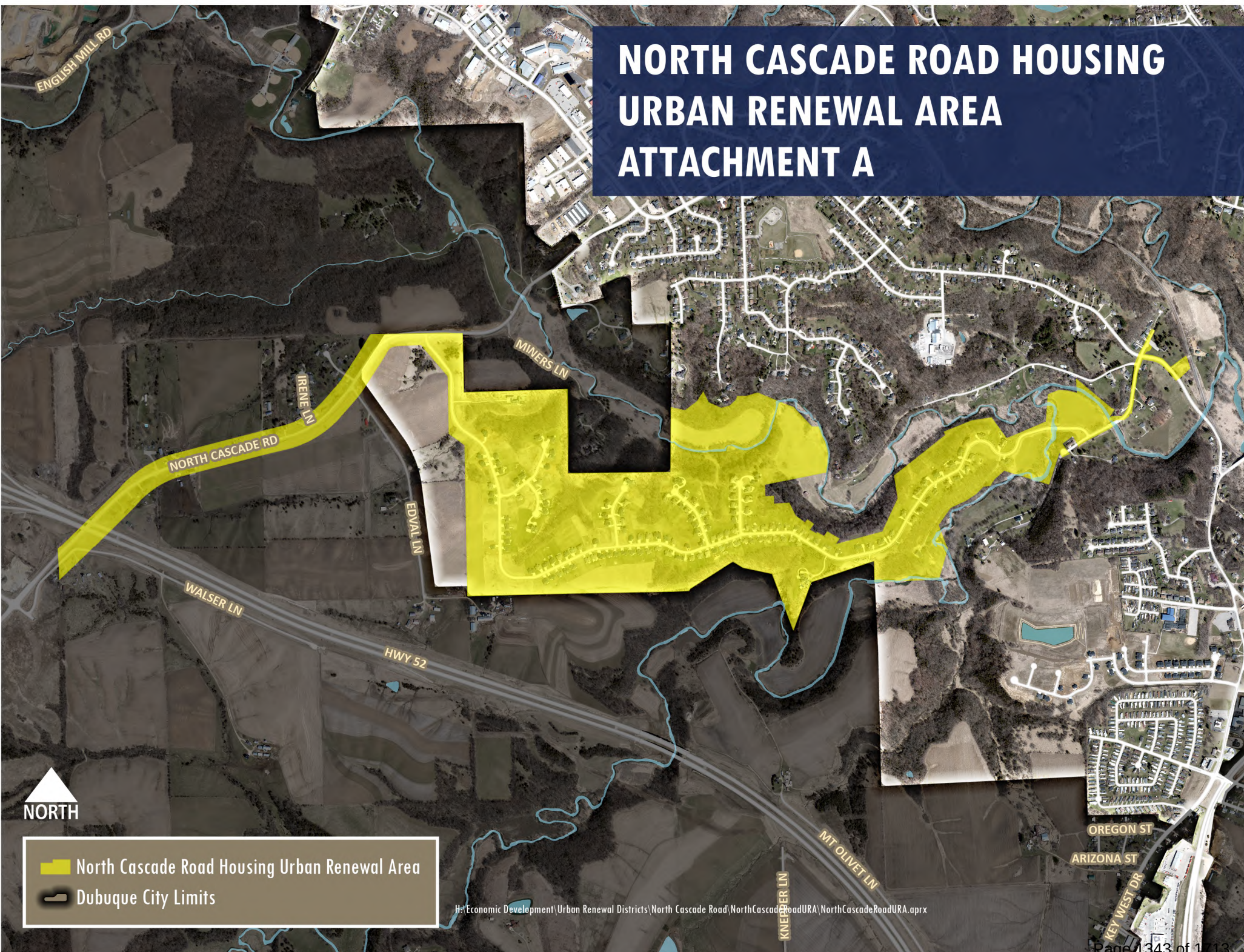
P. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council.

With respect to the property included within the North Cascade Road Housing Urban Renewal Plan Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the North Cascade Road Housing Urban Renewal Area. With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under Iowa Code Section 403.19 can be extended for up to 5 years if necessary to adequately fund the housing-related projects.

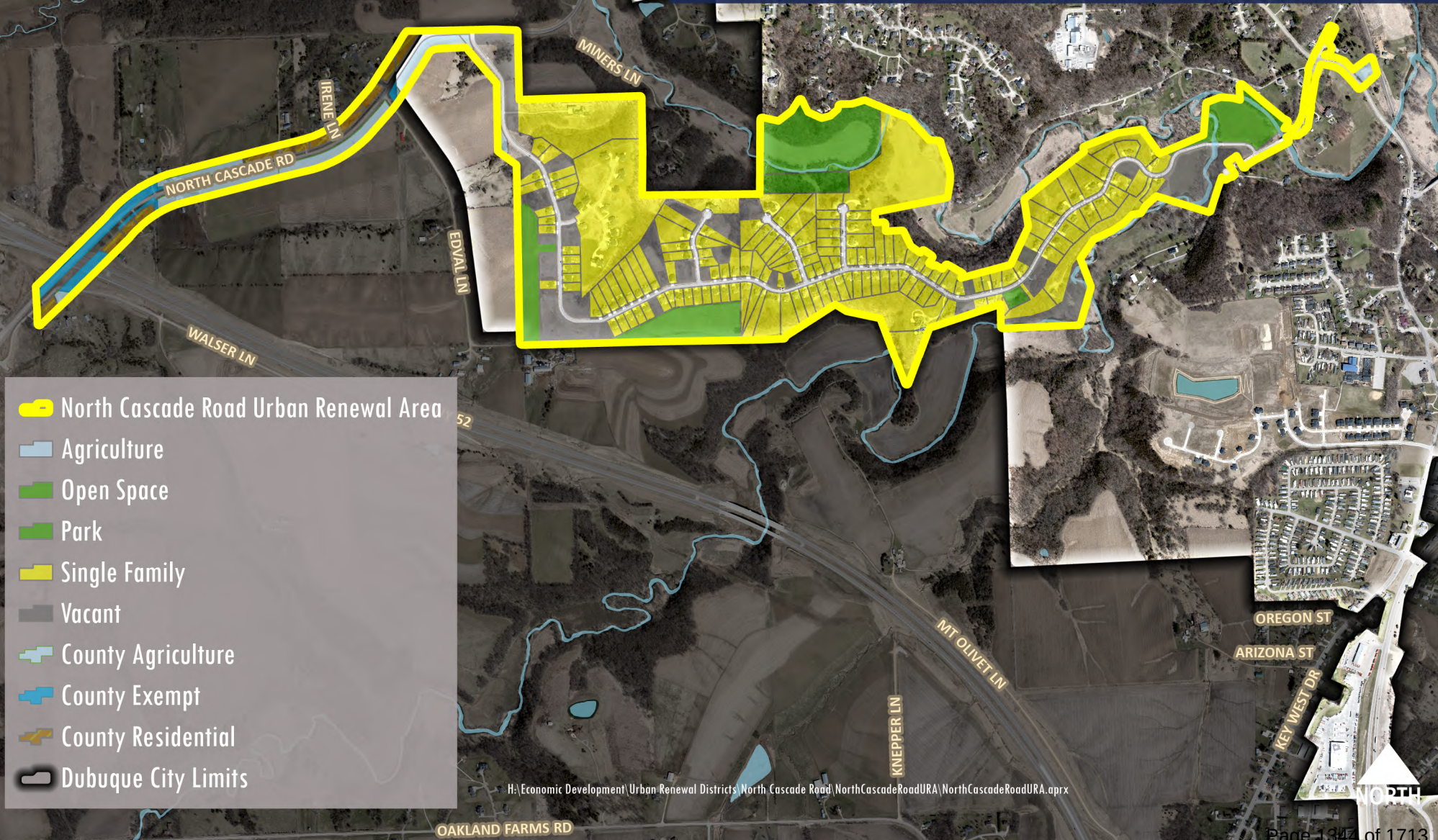
At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the North Cascade Road Housing Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

NORTH CASCADE ROAD HOUSING URBAN RENEWAL AREA ATTACHMENT A

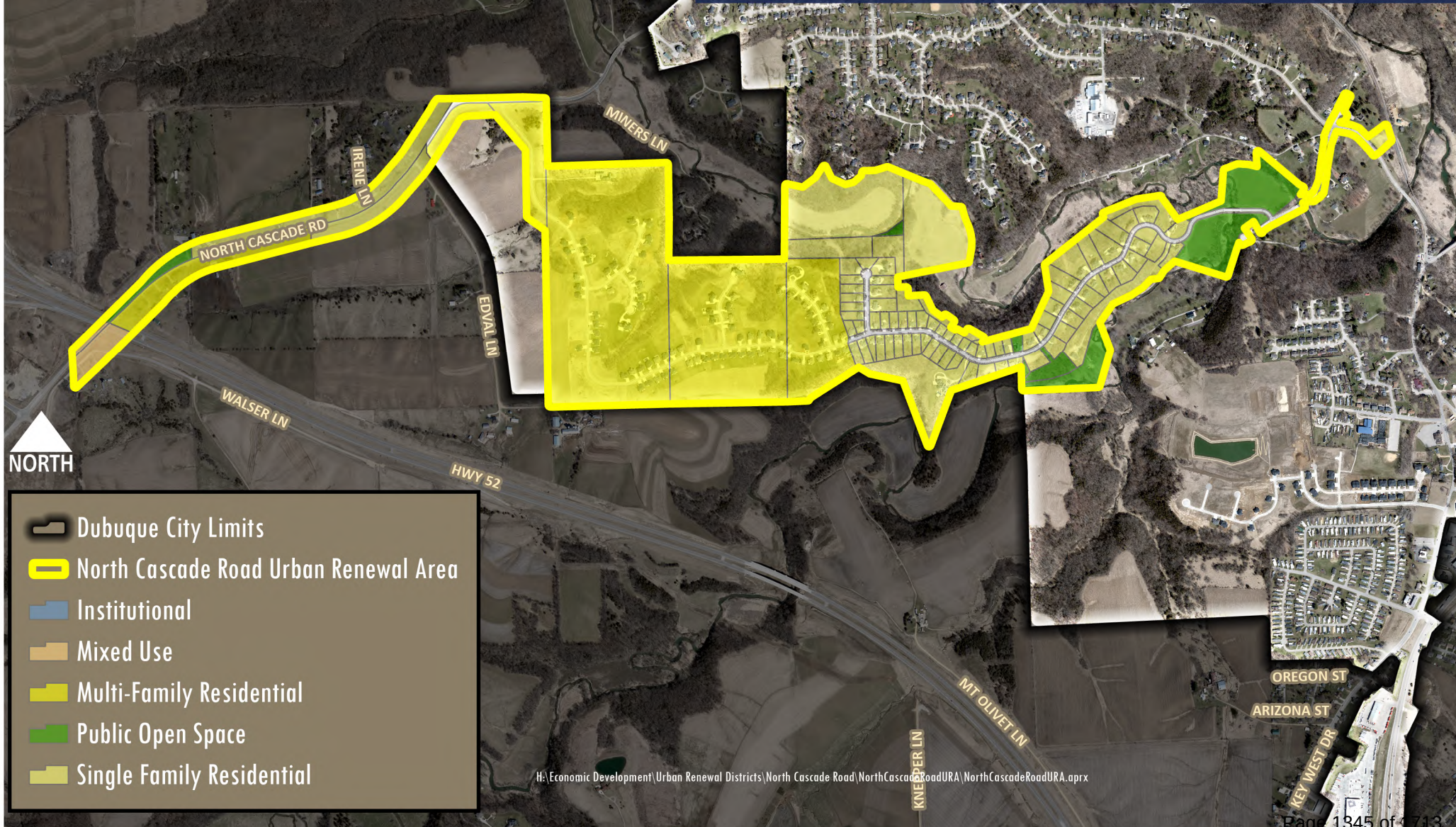


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NORTH CASCADE ROAD HOUSING URBAN RENEWAL AREA ATTACHMENT B-1 EXISTING LAND USE



NORTH CASCADE ROAD HOUSING URBAN RENEWAL AREA ATTACHMENT B-2 PROPOSED LAND USE



City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20%	6/2/21	2.00%	2026	25,000	10,149	5,049	203	5,100
Airport Improvements Refunding ST20%	4/17/17	3.00%	2030	282,200	140,600	24,800	4,218	115,800
Airport Improv - PFC Refunding	6/2/21	2.00%	2032	1,353,033	1,016,721	118,332	20,334	898,389
Airport Improv - Sales Tax 20% Ref	6/2/21	2.00%	2032	10,000	—	—	—	—
Airport Terminal Utility Improv - PFC Ref	6/2/21	2.00%	2034	490,000	385,000	35,000	7,700	350,000
Airport New Terminal Roads ST20%	4/4/16	2.79%	2036	635,927	402,851	31,652	11,636	371,199
Airport Recon Taxiway Alpha - FY24 ST20%	Future	4.50%	2044	132,489	132,489	2,158	5,480	130,331
Airport Improvements - FY25 ST20%	Future	4.50%	2045	500,386	—			500,386
Building- Conf Center Energy ST20%	6/20/19	3.00%	2027	187,136	71,808	23,936	2,154	47,872
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05%	2026	391,913	109,190	52,645	3,386	56,545
Building City Hall Brickwork Sales Tax 20%	6/20/19	3.00%	2027	236,448	94,989	30,660	6,274.8	64,329
Building Smart Meters Refunding ST20%	4/17/17	3.00%	2030	45,400	22,600	4,000	678	18,600
Building Federal Bldg Roof Sales Tax 20%	4/4/16	2.79%	2035	268,404	170,031	13,359	4,911	156,672
Building 2nd Floor Engine House 1 - ST20%	8/1/23	4.70%	2043	207,113	207,113	6,821	9,902	200,292
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00%	2027	323,146	129,818	41,902	8,576	87,916
Civic Center Chair Platform S3 ST20%	6/20/19	3.00%	2027	59,340	22,770	7,590	683	15,180
DICW Expansion - South Siegert Farm	3/19/18	3.05%	2026	239,534	66,735	32,176	2,070	34,559
DICW North Siegert Refunding	4/17/17	3.00%	2029	1,285,000	595,000	115,000	17,850	480,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00%	2032	95,580	71,508	8,142	1,430	63,366
DICW Exp S Siegert Ref Taxable	6/2/21	2.00%	2032	2,498,375	1,877,375	218,500	37,548	1,658,875
DICW Exp South Siegert Farm Non-tax	6/20/19	3.00%	2032	305,357	203,271	24,333	4,980	178,938
DICW Refund 2014C Taxable	6/2/21	2.00%	2034	1,145,000	910,000	85,000	18,200	825,000
DICW Webber Property	6/29/22	4.07%	2042	5,500,000	5,500,000	95,000	234,513	5,405,000
DICWChavenelle Road - FY21 Non-Taxable	6/2/21	2.00%	2041	1,265,000	1,155,000	60,000	23,100	1,095,000
DICW Develop McFadden Property - FY24	Future	4.50%	2044	1,788,800	1,788,800	29,131	73,990	1,759,669
DICW Development of McFadden - FY25	Future	4.50%	2045	2,274,963			—	2,274,963
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00%	2027	141,869	56,993	18396	3765	38,597
Finance General Ledger Software ST20%	6/2/21	2.00%	2041	244,239	216,288	10,648	4,326	205,640
Finance General Ledger Software ST20%	6/29/22	4.07%	2042	420,457	401,747	18710	17016	383,037
Fire Station #4 Improvements - Gaming	6/20/19	3.00%	2027	188,054	62,254	20,732	4,243	41,522
Recreation ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	51,545	13,078	13,078	262	—
Airport ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	28,182	7,151	7,151	143	—
Building ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	87,596	22,227	22,227	445	—
Transit ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	11,407	2,895	2,895	58	—
Fire Station #2 ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	91,227	23,149	23149	463	—
Park Imp ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	35,046	8,893	8,893	178	—
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00%	2030	951,500	474,400	83,700	14,232	390,700
Fire Station #2 ST20% 20 yr Refund 2014B	6/2/21	2.00%	2034	85,217	74,042	5,096	1,481	68,946
Park Imp ST20 20% yr Refund 2014B	6/2/21	2.00%	2034	124,780	108,416	7,462	2,168	100,954
Fire Ambulance Replacement ST20%	4/17/17	3.00%	2030	230,000	120,000	20,000	3,600	100,000
Fire Structural Repairs 5&6 ST20%	6/20/19	3.00%	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC ST20%	6/2/21	2.00%	2041	810,153	717,438	35,320	14,349	682,118
Fire Ladder/Pumper/Ambulance ST20%	6/29/22	4.07%	2042	1,924,543	1,843,253	81,290	73,928	1,761,963

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Fire HVAC Headquarters Sales Tax 20%	8/1/23	4.70%	2043	188,576	188,576	6,211	9,016	182,365
Fire Ladder/Pumper Replac ST20%	Future	4.50%	2044	2,090,000	2,090,000	34,036	86,449	2,055,964
Fire Ambulance - FY24 ST20%	Future	4.50%	2044	344,000	344,000	5,602	14,229	338,398
Fire HVAC - FY24 ST20%	Future	4.50%	2044	442,645	442,645	7,209	18,309	435,436
Fire Equip Replacement - FY25 ST20%	Future	4.50%	2045	969,342			—	969,342
Fire Station Improvements - FY25 ST20%	Future	4.50%	2045	1,320,900			—	1,320,900
Fire Training Burn Tower Imp FY25 ST20%	Future	4.50%	2045	466,676			—	466,676
Franchise Fee Settlement Levy	4/4/16	2.93%	2035	2,830,000	1,760,000	145,000	53,906	1,615,000
GDTIF Colts Building Renovation	6/20/19	3.00%	2039	1,575,000	1,370,000	75,000	41,100	1,295,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00%	2041	535,000	535,000	—	10,700	535,000
GDTIF - DT Parking Ramp - FY21	6/2/21	2.00%	2036	880,167	822,171	61,407	16,443	760,764
GDTIF Eng Dock Expansion - FY21	6/2/21	2.00%	2036	409,833	382,828	28,593	7,657	354,235
GDTIF DT Parking Ramp - FY22	6/29/22	4.07%	2042	975,000	975,000	40,000	41,453	935,000
GDTIF Docks/Five Flags AC - FY22	6/29/22	4.07%	2042	745,000	745,000	30,000	31,668	715,000
GDTIF Central/Parking Ramp/Five Flags	8/1/23	4.70%	2043	1,080,000	1,080,000	35,000	51,683	1,045,000
GDTIF Smart Parking - FY24	Future	4.50%	2044	1,217,500	1,217,500	19,827	50,359	1,197,673
GDTIF Ramp Major Maintenance - FY24	Future	4.50%	2044	270,777	270,777	4,410	11,200	266,367
GDTIF Iowa Amphitheater - FY24	Future	4.50%	2044	3,000,000	3,000,000	105,455	122,794	2,894,545
GDTIF Iowa Amphitheater - FY25	Future	4.50%	2045	285,000	—			285,000
GDTIF ABC Supply Building - FY25	Future	4.50%	2045	457,000	—			457,000
GDTIF Smart Parking - FY25	Future	4.50%	2045	1,957,000	—			1,957,000
GDTIF Ramp Major Maintenance - FY25	Future	4.50%	2045	6,053,000	—			6,053,000
GDTIF Federal Building Renovation - FY25	Future	4.50%	2045	533,000	—			533,000
GDTIF Downtown Housing Refunding	4/17/17	3.00%	2030	2,120,000	1,140,000	170,000	36,805	970,000
GDTIF Millwork District Refunding	4/17/17	3.00%	2030	2,080,000	1,075,000	165,000	32,250	910,000
GDTIF - 7th St/2-Way Conversion Ref	6/2/21	2.00%	2031	3,204,576	2,329,252	307,847	46,585	2,021,405
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00%	2031	2,545,000	1,845,000	240,000	36,900	1,605,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00%	2032	1,254,420	938,492	106,858	18,770	831,634
GDTIF Wash Neigh Refunding Taxable	6/2/21	2.00%	2032	493,592	370,904	43,168	7,418	327,736
GDTIF 2014C Taxable Refunding	6/2/21	2.00%	2034	5,385,000	4,275,000	390,000	85,500	3,885,000
GDTIF 2014B Refunding	6/2/21	2.00%	2034	155,000	125,000	10,000	2,500	115,000
Library Improvements - Sales Tax 20%	6/20/19	3.00%	2022	39,408	15,831	5,110	1,046	10,721
Library Improv Sales Tax 20% Ref 2012E	6/2/21	2.00%	2027	84,526	42,893	14,156	858	28,737
Park Improvements - Sales Tax 20%	6/20/19	3.00%	2027	47,290	18,998	6,132	1,255	12,866
Park Water System Study Ref ST20%	4/17/17	3.00%	2030	60,000	29,900	5,300	738	24,600
Park Ham House - Sales Tax 20%	4/4/16	2.79%	2035	200,668	127,120	9,988	3,672	117,132
Park Skate Park ST20%	6/20/19	3.00%	2027	613,524	235,422	78,474	7,063	156,948
Parking Port of Dubuque Parking Ramp	3/19/18	3.05%	2026	373,553	104,075	50,179	3,228	53,896
Parking Central Ave Ramp Refunding	4/17/17	3.00%	2030	6,380,000	2,990,000	560,000	89,700	2,430,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91%	2031	45,516	26,955	3,453	809	23,502
Parking Locust Ramp Security Cameras	6/20/19	3.00%	2033	126,054	77,444	9,733	1,992	67,711
Parking Improvements Refunding 2014B	6/2/2021	2.00%	2034	125,000	95,000	10,000	1,900	85,000
Parking Improv Taxable Refunding 2014C	6/2/21	2.00%	2034	220,000	175,000	15,000	3,500	160,000
Police CAD Software - Gaming Ref	6/2/21	2.00%	2030	160,000	110,000	20,000	2,200	90,000
Public Works Equip Ref RUT	4/17/17	3.00%	2030	392,000	195,400	34,500	5,862	160,900
Public Works Radio Replacement ST20%	3/19/18	2.91%	2028	110,000	45,606	10,732	1,368	34,874
PW Curb Ramp/Eng St Improv Ref ST30%	6/2/21	2.00%	2034	885,000	710,000	65,000	14,200	645,000
Rec Imp Sales Tax 20% Refunding 2012E	6/2/21	2.00%	2028	7,572	4,391	1,082	88	3,309
Rec Ice Center Settling Sales Tax 20%	8/1/23	4.70%	2043	4,614,310	4,614,310	151,968	220,619	4,462,342
Sanitary Improvements Refunding	4/17/17	3.00%	2030	660,000	340,000	50,000	10,200	290,000
Sanitary Sewer Improvements	3/19/18	2.91%	2031	1,030,009	609,965	78,146	18,300	531,819
Sanitary Forcemain Refunding 2012E	6/2/21	2.00%	2032	376,122	275,965	33,031	5,519	242,934
Sanitary Sewer Improvements	6/20/19	3.00%	2033	1,124,412	740,381	82,733	16,932	657,648
Sanitary Sewer Imp Refunding 2014B	6/2/21	2.00%	2034	4,390,000	3,475,000	315,000	69,500	3,160,000
Sanitary Sewer Improvements	4/4/16	2.79%	2035	2,405,000	1,525,000	120,000	44,006	1,405,000
Solid Waste Collection Refunding	4/17/17	3.00%	2030	51,300	25,600	4,500	768	21,100
Solid Waste Collection	3/19/2018	2.91%	2031	27,447	16,254	2,082	488	14,172

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Solid Waste Collection - FY24	Future	4.50%	2044	148,000	148,000	2,410	6,122	145,590
Solid Waste Collection - FY25	Future	4.50%	2045	873,700	—	—	—	873,700
Stormwater Refunding	4/4/16	2.91%	2028	6,270,000	1,200,000	440,000	36,000	760,000
Stormwater Improvements Refunding	4/17/17	3.00%	2030	2,015,000	1,000,000	165,000	30,000	835,000
Stormwater Improvements	3/19/18	2.91%	2031	1,714,542	1,015,356	130,081	30,460	885,275
Stormwater Improv Refunding 2012B	6/2/21	2.00%	2031	1,115,424	810,748	107,153	16,215	703,595
Stormwater Improv Refunding 2012E	6/2/21	2.00%	2032	77,131	56,592	6,774	1,132	49,818
Stormwater Improvements	6/20/19	3.00%	2033	290,796	193,576	19,467	3,984	174,110
Stormwater Upper Bee Branch SRF GO NA	4/30/21	1.18%	2037	22,138,000	17,378,398	1,227,000	248,806	16,151,398
Streetlight Replacement Refunding - ST	4/17/17	3.00%	2030	4,900	2,500	400	75	2,100
Street FEMA Land Buyout - Gaming	6/20/19	3.00%	2027	64,901	25,428	8,468	1,733	16,960
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/17	3.00%	2030	258,600	129,000	22,800	3,870	106,200
Street Southwest Arterial	3/19/18	2.91%	2031	771,557	456,920	58,537	13,708	398,383
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00%	2032	827,747	643,857	67,486	12,877	576,371
Transit Radio Replacement ST20%	3/19/18	2.91%	2028	95,000	39,392	9,268	1,182	30,124
Transit Midtown Transfer ST20%	6/20/19	3.00%	2039	216,125	216,125	—	6,484	216,125
Transit Vehicle Replacement ST20%	6/2/21	2.00%	2041	780,609	691,275	34,032	13,826	657,243
Water System Improvements	3/19/18	2.91%	2031	1,155,930	684,546	87,700	20,536	596,846
Water Improv Refunding 2012E	6/2/21	2.00%	2032	369,768	271,303	32,473	5,426	238,830
Water System Improvements	6/20/19	3.00%	2033	1,323,107	871,017	97,333	19,920	773,684
Water System Improv Refunding 2014B	6/2/21	2.00%	2034	7,470,000	5,915,000	535,000	118,300	5,380,000
Water System Improvements	4/4/16	2.79%	2035	635,000	405,000	30,000	11,688	375,000
Total General Obligation Bonds				146,447,786	95,787,605	8,292,237	2,615,789	103,186,336
Less Annual Appropriation G.O.				—	(15,902,592)	—	—	(14,675,138)
Total G.O. Bonds Subject to Debt Limit				146,447,786	79,885,013	8,292,237	2,615,789	88,511,198

Tax Increment

Port of Dubuque Parking Ramp	10-16-07	7.5000%	2037	23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment Bonds				23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment				23,025,000	16,350,000	785,000	1,226,250	15,565,000

TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement

Tax Increment**Economic Development TIF Rebate Agreements**

Medline (DICW)	11/19/07	Rebate	2031	1,600,279	416,629	416,629	—	416,629
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	436,111	436,111	—	436,111
Hodge (DICW)	4/6/20	Rebate	2035	257,073	543,368	543,368	—	543,368
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	105,391	105,391	105,391	—	105,391
Tri-State Quality Metals (DICW) NA	3/17/14	Rebate	2026	32,510	59,436	73,975	—	73,975
Roasting Solutions (DICW) NA	1/14/16	Rebate	2028	33,666	64,577	68,924	—	68,924
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	114,749	143,654	—	143,654
Hormel Foods (DICW)	4/21/08	Rebate	2026	8,250,067	543,830	271,915	—	271,915
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	103,644	17,274	—	86,370
Rousselot (GDTIF) (Non-Appropriation)	1/22/13	Rebate	2025	4,931	21,484	21,484	—	—
METX - Lamar Building (GDTIF) NA	5/13/20	Rebate	2031	75,660	182,914	182,914	—	182,914
Marquette Hall (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,863	4,863	—	4,863
3 Amigos (Non-Appropriation)	4/15/19	Rebate	2031	2,516	7,055	7,055	—	7,055
210 Jones (Non-Appropriation)	6/19/17	Rebate	2031	10,348	21,295	21,295	—	21,295
Prairie Farms Dairy (Non-Appropriation)	3/18/19	Rebate	2031	5,626	9,586	9,586	—	9,586
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	533,958	266,979	—	266,979
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	245,856	81,952	—	163,904
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	41,460	13,820	—	27,640
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	2,601	3,094	—	3,094
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	124,882	124,882	—	124,882
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	85,120	21,280	—	63,840
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	26,884	6,721	—	20,163
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	537,072	134,268	—	402,804
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	39,332	9,833	—	29,499

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	280,309	280,309	—	515,175
Novelty Iron Works (GDTIF) (Non-Approp)	6/17/13	Rebate	2031	33,105	204,402	204,402	—	204,402
Gardens of Dubuque (RADFORD)	9/28/20	Rebate	2038	1,391,310	1,298,556	92,754	—	1,205,802
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	49,426	49,426	—	49,426
Total TIF Rebates				24,358,713	6,104,790	3,614,158	—	5,449,660
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	400,000	50,000	—	350,000
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000%	2030	4,500,000	2,540,485	226,314	74,530	2,314,171
Total Other Lns-Rev Backed				5,500,000	2,940,485	276,314	74,530	2,664,171
Total City Indebtedness Subject to Debt Limit				199,331,499	105,280,288	12,967,709	3,916,569	112,190,029
Revenue Bonds								
Sanitary Northfork Catfish Imp SRF	1/13/10	3.25%	2031	912,000	337,000	52,000	10,953	285,000
Sanitary W&RRC Upgrade SRF	8/18/10	3.25%	2039	74,285,000	47,502,000	2,747,000	950,039	44,755,000
Sanitary WRRRC Cogeneration SRF	5/17/13	2.00%	2033	3,048,000	1,522,000	156,000	30,440	1,366,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00%	2038	2,763,000	1,906,537	129,000	19,114	1,777,537
Sanitary Projects Planning - FY21 SRF	Various	2.00%	2043	1,770,000	1,732,668	75,788	34,276	1,656,880
Sanitary Granger Creek & Force Main Plan	1/7/2022	—%	2044	465,000	455,192	19,910	9,005	435,282
Sanitary 42" Force Main WQFP Loan	3/3/2023	1.00%	2043	1,950,000	1,862,000	89,000	18,620	1,773,000
Sanitary Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	11,290,109	11,290,109	456,443	274,920	10,833,666
Sanitary Projects- FY24	Future	2.68%	2044	4,228,710	4,228,710	170,961	102,971	4,057,749
Sanitary Projects- FY25	Future	2.68%	2045	17,683,900	—	—	—	17,683,900
Stormwater Lower Bee Branch Rest SRF	10/27/10	3.25%	2041	7,850,000	5,337,000	240,000	173,452	5,097,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00%	2034	1,029,000	168,000	17,000	3,360	151,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25%	2031	800,000	295,000	45,000	9,588	250,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72%	2031	20,800,000	16,725,000	2,150,000	618,968	14,575,000
Stormwater Sales Tax Revenue - GO	5/19/2014	3.23%	2029	7,190,000	6,000,000	1,125,000	275,500	4,875,000
Stormwater Upper Bee Branch RR SRF	6/7/19	2.00%	2040	16,382,000	13,603,000	730,000	272,060	12,873,000
Stormwater West 32nd Detention SRF	1/14/09	3.25%	2028	1,847,000	466,000	111,000	15,145	355,000
Water Webber Extension - FY22	1/7/22	—%	2044	1,570,000	1,536,886	67,224	30,403	1,469,662
Water Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	1,633,646	1,633,646	66,046	39,780	1,567,600
Water Projects- FY24	Future	2.68%	2044	4,140,315	4,140,315	167,387	100,819	3,972,928
Water Projects- FY25	Future	2.68%	2045	4,686,377	—	—	—	4,686,377
Water Roosevelt Water Tower SRF	8/9/19	2.00%	2040	4,400,000	3,654,000	196,000	73,080	3,458,000
Water CIWA Purchase & Improvements	7/7/17	2.00%	2036	8,613,761	6,063,761	521,000	152,960	5,542,761
Water- Clear Well Reservoirs SRF	10/18/07	3.25%	2028	915,000	232,000	55,000	4,640	177,000
Water Meter Change Out Program SRF	2/12/10	3.25%	2031	6,394,000	2,692,000	349,000	87,587	2,343,000
Water System Improv & Ext. Refunding	8/18/21	2.00%	2030	3,505,000	2,435,000	380,000	48,700	2,055,000
Total Revenue Bonds				210,151,818	135,817,824	10,115,759	3,356,380	148,072,342
Less Annual Appropriation Revenue Bds				—	(13,956,032)	—	—	(11,803,968)
Net Revenue Bonds				210,151,818	121,861,792	10,115,759	3,356,380	136,268,374
Total City Indebtedness				409,483,317	257,000,704	23,083,468	7,272,949	274,937,509
Statutory Debt Limit					262,722,395			\$321,926,12
% of Debt Limit Used					40.07 %			34.85 %
Remaining Debt Capacity					157,442,107			209,736,091.4

ATTACHMENT D

NORTH CASCADE ROAD HOUSING URBAN RENEWAL AREA

UPDATED July 25, 2024

LEGAL DESCRIPTION:

LOTS 1 THRU 12 INCLUSIVE, AND LOTS 15 THRU 30 INCLUSIVE, AND LOTS B, C, AND E, IN TIMBER-HYRST ESTATES, AND;

LOT 2 TIMBER-HYRST PLACE #2, AND;

ALL ADJOINING PUBLIC RIGHT OF WAY, ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

LOTS 2 THRU 25 INCLUSIVE, AND LOTS 45, 46, AND 49, IN TIMBER-HYRST ESTATES NO. 2, AND;

LOT 1 TIMBER-HYRST PLACE #2, AND;
LOT 1 TENTINGER PLACE, AND;
LOT 2 TENTINGER PLACE, AND;
LOT 2 NINE H HIDDEN ACRES, AND;
LOT 41 TIMBER-HYRST ESTATES #2, AND;
LOT 2 DOUBLE H HIDDEN ACRES PLAT 2, AND;
LOT 2 OF NINE H HIDDEN ACRES PLAT 2, AND;
LOT 2 NINE H HIDDEN ACRES PLAT 6, AND;
LOT 2 NINE H HIDDEN ACRES PLAT 5, AND;
LOT 2 NINE H HIDDEN ACRES PLAT 4, AND;
LOT 35 TIMBER-HYRST ESTATES #2, AND;
LOT 34 TIMBER-HYRST ESTATES #2, AND;
LOT 33 TIMBER-HYRST ESTATES #2, AND;
LOT 2 TIMBER-HYRST PLACE, AND;
LOT 1 TIMBER-HYRST PLACE, AND;
LOT 29 TIMBER-HYRST ESTATES #2, AND;
LOT 2 NINE H HIDDEN ACRES PLAT #3, AND;
LOT 1 TIMBER-HYRST PLACE #3, AND;
LOT C TIMBER-HYRST ESTATES #2, AND;
LOT 1 OF THE NE ¼ OF THE SW ¼, SECTION 2, T88N, R2E, AND;
LOT 3 OF KNEPPER ADDITION, AND;
LOT 2 OF HENSCHEL'S HIDDEN ACRES PLAT 3; AND
LOT 2 OF HENSCHEL'S HIDDEN ACRES PLAT 4; AND

ALL ADJOINING PUBLIC RIGHT OF WAY, ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

LOTS 1 THRU 24 INCLUSIVE, AND LOTS 32 THRU 34 INCLUSIVE, IN TIMBER-HYRST ESTATES NO. 3, AND;

LOT 1 TIMBER-HYRST PLACE #6, AND;
LOT 2 TIMBER-HYRST PLACE #6, AND;
LOT 1 TIMBER-HYRST PLACE #4, AND;
LOT 1 TIMBER-HYRST PLACE #7, AND;
LOT 2 TIMBER-HYRST PLACE #7, AND;

ALL ADJOINING PUBLIC RIGHT OF WAY, ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

ALL OF TIMBER-HYRST ESTATES NO. 4 SUBDIVISION, AND;

ALL ADJOINING PUBLIC RIGHT OF WAY, ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA.

PARTS OF SECTIONS 3 AND 4 IN TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., DUBUQUE COUNTY, IOWA, BEING A STRIP OF LAND 300 FEET IN WIDTH LYING 150' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M. AND THE CENTERLINE OF THE RIGHT OF WAY OF NORTH CASCADE ROAD, THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID RIGHT OF WAY CENTERLINE APPROXIMATELY 7,190 LINEAL FEET TO THE INTERSECTION WITH THE NORTH LINE OF LOT 2-1 OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 88 NORTH RANGE 2 EAST OF THE 5TH P.M. AND ITS WESTERLY EXTENSION AND THE POINT OF TERMINATION.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN TIMBER-HYRST ESTATES NO. 4 SUBDIVISION AND EXCEPTING THEREFROM ANY PORTION LYING NORTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND EXCEPTING THEREFROM ANY PORTION LYING SOUTH OF THE NORTH LINE OF SAID LOT 2-1 AND ITS WESTERLY EXTENSION; AND

A PARCEL OF LAND SITUATED IN LOT 1 OF THE WEST FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., COUNTY OF DUBUQUE, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 01 DEGREES (DEGREES) 36' (MINUTES) 32" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4, ALSO BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1,851.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 63°24'01" EAST, 172.49 FEET; THENCE SOUTH 56°36'49" EAST, 232.10 FEET; THENCE NORTH 80°29'54" EAST, 109.47 FEET; THENCE NORTH 62°15'04" EAST, 156.60

FEET; THENCE NORTH 48°44'18" EAST, 89.95 FEET; THENCE NORTHEASTERLY ON A 1,910.00- FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 486.98- FOOT LONG CHORD BEARING NORTH 52°52'34" EAST, 488.31 FEET (ARC LENGTH); THENCE SOUTH 85°21'02" EAST, 63.15 FEET; THENCE NORTH 66°28'29" EAST , 221.69 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 01°22'43" EAST ON SAID EAST LINE, 86.10 FEET TO THE PRESENT CENTERLINE OF NORTH CASCADE ROAD; THENCE SOUTHWESTERLY ON SAID CENTERLINE, BEING A 1,065.11- FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY AND HAVING A 321.47 - FOOT LONG CHORD BEARING SOUTH 54°20'16" WEST, 322.71 FEET (ARC LENGTH); THENCE SOUTH 45°39'28" WEST ON SAID CENTER LINE, 1,441.15 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4, ALSO BEING THE WEST LINE OF SAID LOT 1; THENCE NORTH 01°36'32" WEST ON SAID WEST LINE, 958.51 FEET TO THE POINT OF BEGINNING. (AKA SOUTHWEST ARTERIAL PROJECT PARCEL NO. 139); AND

THE BALANCE OF LOT 1 OF OBERBROECKLING SUBDIVISION NO. 2. (AKA SOUTHWEST ARTERIAL PROJECT PARCEL NO. 133); AND

LOT 2 OF OBERBROECKLING SUBDIVISION NO. 1; AND

LOT A OF THE SOUTH 31.18 ACRES OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, T88N, R2E OF THE 5TH P.M. (AKA SOUTHWEST ARTERIAL PROJECT PARCEL NO. 129-2); AND

ALL THAT PART OF THE ENGLISH MILL ROAD RIGHT OF WAY LYING SOUTH OF THE NORTHERLY LINE OF THE SOUTH 10 ACRES OF LOT 1 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, T88N, R2E AND ITS EASTERLY EXTENSION AND LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF NORTH CASCADE ROAD; AND

ALL THAT PART OF THE NORTHWESTERLY HALF OF THE NORTH CASCADE ROAD RIGHT OF WAY LYING SOUTH AND WEST OF THE NORTH LINE OF LOT 2-1 OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 88 NORTH RANGE 2 EAST OF THE 5TH P.M. AND ITS WESTERLY EXTENSION AND LYING NORTH AND EAST OF THE WEST LINE OF LOT 1-1 OF ELIZABETH WATTER'S PLACE AND ITS NORTHERLY EXTENSION; AND

ALL THAT PART OF THE NORTH CASCADE ROAD RIGHT OF WAY LYING SOUTH AND WEST OF THE WEST LINE OF LOT 1-1 OF ELIZABETH WATTER'S PLACE AND ITS NORTHERLY EXTENSION AND LYING NORTH AND EAST OF THE EAST LINE OF LOT 1-1 OF DANE PLACE AND ITS SOUTHERLY EXTENSION; AND

ALL THAT PART OF THE SOUTHWESTERLY HALF OF THE NORTH CASCADE ROAD RIGHT OF WAY LYING SOUTH AND WEST OF THE EAST LINE OF LOT 1-1 OF DANE PLACE AND ITS SOUTHERLY EXTENSION AND LYING NORTH AND EAST OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 20; AND

ALL THAT PART OF THE U.S. HIGHWAY 20 RIGHT OF WAY LYING BETWEEN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, T88N, R2E OF THE 5TH P.M. AND THE NORTHERLY EXTENSION OF WEST LOT LINE OF LOT 8 OF KEY CITY SUBDIVISION; AND

LOT 8 OF KEY CITY SUBDIVISION, DUBUQUE COUNTY IOWA; AND

ALL THAT PART OF WEST KEY DRIVE RIGHT OF WAY ADJACENT TO LOTS 6, 7, & 8 OF KEY CITY SUBDIVISION; AND

ALL THAT PART OF ROYAL WOOD DRIVE RIGHT OF WAY LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF WEST KEY DRIVE AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF NORTH CASCADE ROAD; AND

LOT 1 OF LOT 1 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, T88N, R1E OF THE 5TH P.M.; AND

ALL OF THE MANSON ROAD RIGHT OF WAY; AND

ALL THAT PART OF THE OLD MILL ROAD RIGHT OF WAY LYING EAST OF THE MANSON ROAD RIGHT OF WAY AND WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2 OF LOT 2 OF LOT 1 OF MINERAL LOT 507, IN THE CITY OF DUBUQUE, IOWA; AND

ALL OF LOT 2 OF LOT 2 OF LOT 1 OF MINERAL LOT 507, IN THE CITY OF DUBUQUE, IOWA

MINUTES

CONSULTATION WITH AFFECTED TAXING BODIES for the Amended and Restated URBAN RENEWAL PLAN for the North Cascade Road Housing Urban Renewal Area, Version 2024.1

Thursday September 26, 2024 at 2:00 p.m.
GoToMeeting Conference Line
Line Number: (312) 757-3121
Access Code: 840-362-709

Meeting Commenced: 2:00 p.m.

Present: No representatives from the taxing bodies were in attendance.

Meeting Adjourned: 2:30 p.m.

A handwritten signature in black ink, reading "Jill M. Connors" with a period at the end. The signature is stylized with a large loop at the beginning and a long, sweeping underline.

Jill M. Connors

Economic Development Director, City of Dubuque

RESOLUTION NO. ____-24

APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE NORTH CASCADE ROAD HOUSING URBAN RENEWAL AREA

Whereas, by Resolution 296-24 approved on September 16, 2024, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan") for the North Cascade Road Housing Urban Renewal Area (the "Area"); and

Whereas, the City of Dubuque's primary objective for the Amended and Restated Plan is to provide opportunities which will further housing and residential development as defined by Iowa Code Section 403.17(12), as described in the Plan; and

Whereas, a consultation process has been undertaken with the affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Urban Renewal Plan after public notice thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Amended and Restated Urban Renewal Plan for the North Cascade Road Housing Urban Renewal Area, Version 2024.1, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved and adopted this 21st day of October, 2024.

Brad M. Cavanagh
Mayor

Attest:

Adrienne N. Breitfelder
City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

SUMMARY: Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for the public hearing on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects, and City Manager recommending approval.
RESOLUTION Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

**SUGGESTED
DISPOSITION:** Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Old Mill Rd LS SRF Public Hearing_2024_10_17
2. Old Mill Rd LS SRF Public Hearing_Staff memo_2024_10_17
3. 2nd Half Hrg Only Sewer Rev LDA (Old Mill) (Dubuque #9 2024)-v2

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

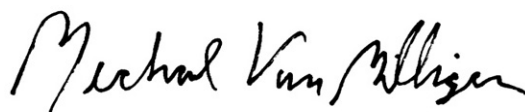
DATE: October 17, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of the suggested proceedings for the public hearing on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes, State Revolving Loan Fund Program, the proceeds of which will be used to fund the Old Mill Road Lift Station and Force Main Project projects.

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing development within the City, and to allow for additional flow from future developments and the growth of the City.

The Old Mill Road Lift Station and Force Main Project is being funded utilizing American Rescue Plan Act funding for the design portion of both phases I and II. The construction and construction engineering, for phase I & II, will be funded utilizing State Revolving Fund (SRF) loan proceeds

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Hold Public Hearing on the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I

DATE: October 17, 2024

INTRODUCTION

The purpose of this memorandum is to provide suggested proceedings for the public hearing on the issuance of a not to exceed \$27,000,000 Sewer Revenue Capital Loan Notes.

BACKGROUND

The older sections of the Catfish Creek Sanitary Sewer (CCSS) that deliver wastewater to the Catfish Creek Pump Station (CCPS) were constructed circa late 1960s. It is common for sanitary sewer pipes to remain in service for 60 years or longer. However, when sizing an interceptor sewer, it is not common to design it to handle predicted flows more than 50 years into the future, most often a 25-year timespan is considered. The CCPS was last upgraded in 1995 based on predicting growth over the next 20-30 years, consistent with a 25-year life for a lift station.

Despite challenges due to terrain (i.e. steep slopes, bluffs, shallow rock, etc.), the City has experienced significant growth within the Catfish Creek sewer shed in the last 20 years. Based on land use mapping in GIS, and only considering development that has occurred over the last twenty years, within the tributary area, the design flow to the CCSS and the CCPS has grown by 6.5 MGD (million gallons per day) since the pump station was last upgraded in 1995 to a capacity of 8.0 MGD.

Due to potential development area within the CCSS tributary area, the City hired Strand Associates, Inc. (Strand) in late 2018 to develop a better understanding of the hydraulic capacity of the Catfish Creek Sanitary Sewer collection system. The analysis of the CCSS and the CCPS involved the implementation of a flow metering program and the development of a sanitary sewer model. One of the things that the computer model revealed is that some

wet weather events will result in the flow rising above the top of the pipe, at certain locations, such that the sanitary system becomes pressurized which is an indicator of possible SSO's

In late December of 2020, Strand provided the City with final drafts of both the study, for Catfish Creek Sanitary Sewer collection system, and a more focused technical memo which evaluated the effect of adding new industrial flow to the existing system.

On January 4, 2021, a State Revolving Fund (SRF) Planning and Design Loan Intended Use Plan (IUP) application in the amount of \$350,000 was submitted to the State for the "Catfish Creek Lift Station & Force Main Project (that) involves system improvements to address wet-weather related overflows at the Catfish Creek Lift Station and provide capacity for future development within the Catfish Creek sewer shed".

On April 28, 2021, the City authorized Strand Task Order One, which provided for the development of a facility plan and design of the Old Mill road lift station to a 30% level. This level of design provided the City with a basis of design, a refined cost estimate, and the necessary information to allow the City to submit a facility Plan to IDNR to begin the SRF construction loan process. The 30% design followed the recommended improvement option identified in the January 7, 2021, memo regarding the results of the Catfish Creek Sanitary Sewer Interceptor system study, which evaluated the existing system capacity and identified improvements to ensure that it has adequate capacity for existing developments and for growth throughout the tributary area.

The City of Dubuque submitted a facility plan to Iowa Department of Natural Resources (IDNR), in May of 2021, for the construction of a 20 MGD sanitary sewer lift station and 30" dual force mains. The facility plan is based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that transport sewage to the Water Resource Recovery Center (WRRC). Several options were considered, and the City chose to proceed with the design and construction of the Old Mill Road Lift Station and Force Main Project, a recommended option. At the June 7, 2021, the City Council meeting, the City Council approved the facility plan and IUP application for the Old Mill Rd. Lift Station and Force Main Project.

Through the RFP process, Strand Associates, Inc (Strand) was selected and in February of 2022, the City entered into an agreement with Strand Associates to complete the final design of; the lift station, force main structures, modifications to WRRC headworks, assist City staff with bidding services and with railroad permitting for the horizontal bores under the railroad tracks. City Staff provided the site and utility design for the remainder of the project, along with all coordination with IDNR and property acquisitions.

Part of the SRF process is to complete an environmental review for the effected project area, which is conducted by IDNR staff along with other state agencies. One of the items that is looked at is the history of the area to determine the historical significance of the area, if any. The Office of the State Archaeologist (OSA) conducted a phase I archaeological study, due to a portion of the project alignment running through the old Town of Rockdale. Some artifacts, from the settlement, were recovered and it was determined that a more in-depth phase II study was warranted. OSA and the State Historic Preservation Office

(SHPO) directed the City to complete a Phase II archeological study. Due to the results of the phase II study, it was determined that an alternate alignment needed to be evaluated to avoid the Town of Rockdale. Once the alternate alignment was selected, a second phase II archeological study was completed for the alternate alignment. The alternate alignment was cleared by SHPO, and the design was able to be completed for the entire project.

Due to available funding and the funding being spread over five fiscal years, a revised facility plan was submitted in May of 2024, that split the project into two phases. The first phase being the lift station and site development and the second phase being the force mains, from the lift station to WRRRC, along with the force main structures. The revised facility plan was approved by IDNR in June of 2024. The phased approach allows the City to begin with the longest duration portion of the project, with currently available funding, and start the second phase of the project a year later, when the remainder of the funding becomes available in FY26 and FY27. The second phase is scheduled to be substantially complete prior to the first phase completion.

DISCUSSION

The Old Mill Road Lift Station and Force Main Project is the first of several improvements that are needed, within the Catfish Creek Interceptor Sewer system, to provide adequate capacity to serve existing development, within the City, and to allow for additional flow from future developments and the growth of the City.

The Old Mill Road Lift Station and Force Main Project is being funded utilizing ARPA funding for the design portion of both phases I and II. The construction and construction engineering, for phase I & II, will be funded utilizing State Revolving Fund (SRF) loan proceeds

The Capital Improvement budget includes funding from FY22 thru FY 27 for both phases of the Old Mill Rd. Lift Station and Force Main Project. Due to the expected duration of Phase I a portion of the FY26 funding, in the amount of \$3,649,944.34, is being utilized to fully fund phase I. The remainder of the FY26 & FY27 budgets, \$9,546,424.56, will be used to fund Phase II construction under a separate SRF loan.

ACTION TO BE TAKEN

I respectfully recommend holding the public hearing and the adoption of the resolution.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager

October 17, 2024

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: \$27,000,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 430411-9

Dear Jenny:

We have prepared and attach proceedings for the October 21, 2024, City Council meeting related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the Old Mill Lift Station Project.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future and its adoption constitutes the "additional action" required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On October 21, 2024, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner
Rick Andriano

(Hearing – Sewer Revenue)

430411-9

Dubuque, Iowa

October 21, 2024

The City Council of the City of Dubuque, Iowa, met on October 21, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued sewer revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior sewer revenue debt remains outstanding (the “Outstanding Indebtedness”); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the “Outstanding Bond Resolutions”) the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$27,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on October 21, 2024;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 21, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$27,000,000.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Photo for National League of Cities Centennial
SUMMARY:	City Council and City staff will take a group photo to celebrate the National League of Cities' Centennial.
SUGGESTED DISPOSITION:	Receive and File; Photo
ATTACHMENTS:	None

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications
SUMMARY:	City Manager transmitting the Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications. Finance staff will make a presentation.
SUGGESTED DISPOSITION:	Receive and File; Presentation

ATTACHMENTS:

1. MVM_memo
2. 2023_ACFR_Submission_Staff_memo
3. City of Dubuque Audit 2023
4. City of Dubuque - 23 ACFR
5. City of Dubuque Iowa Charged with Governance Final 2023

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

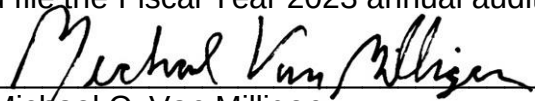
SUBJECT: Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications

DATE: October 14, 2024

Chief Financial Officer Jennifer Larson and Finance Manager Brian DeMoss, are transmitting the Fiscal Year 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications. The City's independent auditor issued an unmodified opinion on the financial statements.

Chief Financial Officer Jennifer Larson and Finance Manager Brian DeMoss will make a presentation and then Chief Financial Officer Jennifer Larson, Finance Manager Brian DeMoss and I are available, along with a representative of the auditing firm FORVIS LLP virtually, Partner Jessica Richter, to answer questions.

I respectfully recommend you receive and file the Fiscal Year 2023 annual audit.


Michael C. Van Milligen

MCVM:jl

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jenny Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

SUBJECT: Submission of Fiscal Year Ended June 30, 2023 Annual Comprehensive Financial Report (ACFR) and Results of the 2023 Financial Statement Audit, Including Required Communications

DATE: October 14, 2024

INTRODUCTION

The purpose of this memorandum is to submit the Fiscal Year 2023 ACFR audited by FORVIS, LLP and Results of the 2023 Financial Statement Audit, Including Required Communications. The City's independent auditor issued an unmodified opinion or "clean" opinion on the financial statements.

BACKGROUND

Iowa state code requires an annual audit by independent certified public accountants or the State Auditor. In addition to meeting the requirements set forth in state statutes, the audit also was designed to meet the requirements of an annual single audit in conformity with the provisions of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award* (Uniform Guidance).

This Annual Comprehensive Financial Report is in conformance with the standards set by Title 2 U.S. Code of Federal Regulations (CFR) Part 200. This federal regulation mandates audit standards for federal programs.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting.

Separate financial statements are required for Dubuque Metropolitan Area Solid Waste Agency, Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau (CVB) and have been received. The financial information for these entities is included in the City of Dubuque ACFR.

Results of the 2023 Financial Statement Audit, Including Required Communications

Included is a separate letter from FORVIS, LLP. The letter contains audit information required by auditing standards to be communicated to the Mayor and City Council.

ACTION STEP

It is recommended that the City Council receives and files the Fiscal Year 2023 reports identified above and receives and files this communication and related enclosures.

Copies of the financial statements for the Dubuque Metropolitan Area Solid Waste Agency are available in the Finance Department if desired by Council members.

Finance will make a brief presentation at the City Council meeting and Jessica Richter, audit partner from FORVIS LLP, will be available virtually for any questions.

BD

Enclosures: Fiscal Year 2023 ACFR
Results of the 2023 Financial Statement Audit, Including Required Communications

CITY OF DUBUQUE



**AUDIT PRESENTATION TO THE CITY
COUNCIL
FOR YEAR ENDED JUNE 30, 2023**



FISCAL YEAR 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT



Financial audit performed annually



Required by the Municipal Oversight Law and governmental auditing standards



Examination of City's financial records



Conducted in accordance with generally accepted auditing standards



Report rendered by an independent auditor of how appropriate financial statements depict its financial condition and results of its operations



Performed by persons not in any way affiliated with the City in order to ensure complete objectivity and professionalism



TYPES OF INDEPENDENT AUDITOR'S OPINIONS

Unmodified Opinion—The statements present fairly the financial position and results of operations of the government unit on a basis consistent with prior years. This is the so called “clean opinion.”

Modified Opinion—The opinion is like the above but with certain exceptions to generally accepted accounting principles which are clearly explained in the opinion.

Adverse Opinion—This “bad opinion” states that the financial statements do not fairly present the financial position and the results of operation of the governmental unit. The opinion would include the reasons for the adverse opinion.

Disclaimer of Opinion—The auditor cannot render an opinion usually because the financial records are incomplete or the scope of the audit is too restrictive.

COMPLIANCE AUDIT

Auditors perform compliance audits in which the auditor reviews operations in terms of compliance with various laws and regulations regarding grants and financial operations.

Compliance audits have always been a vital part of governmental audits.

BENEFITS OF AN AUDIT

The audit provides a professional opinion of the financial condition of the government unit.

Audited financial statements provide reliable financial information to evaluate the financial health and stability of the governmental unit.

Recommendations to strengthen and improve the management and efficiency of the governmental unit.

Ensure that the local government is in compliance with all applicable legal provisions.



AUDIT RESULTS

- **Auditors' Opinion on Financial Statements – Unmodified**
 - Sometimes referred to as a “clean” audit. This is the highest level of assurance auditors can provide over financial statements.
 - Financial Statements are materially accurate
 - No disagreements with auditors
 - All proposed material audit adjustments were made

GOVERNMENT- WIDE SUMMARY

- Governmental activities increased the City's net position by \$26.8M.
 - Program Revenue (Grants) Increased by 8.4 Million
 - Overall expenditures increased by \$10.5 (excluding transfers out to business type activities)



GOVERNMENT- WIDE SUMMARY

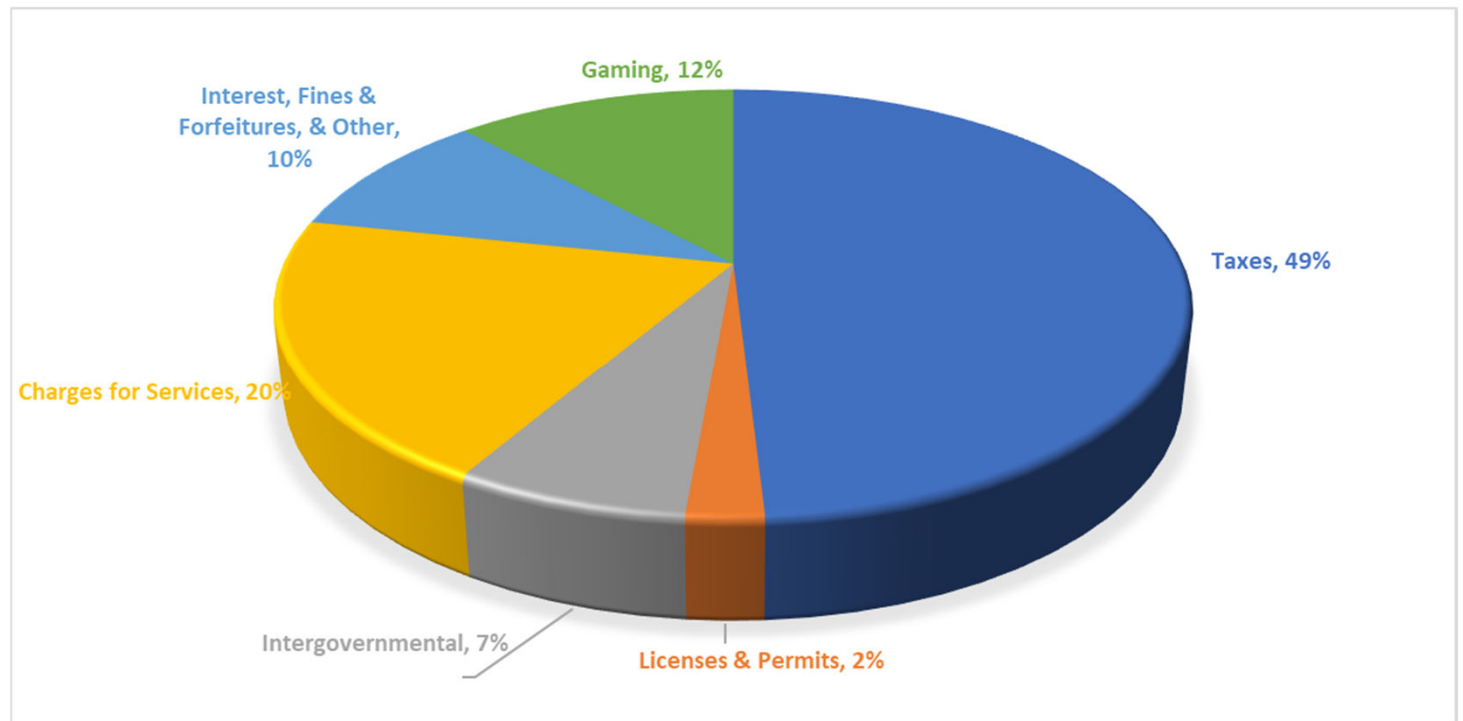
- Business-type activities increased the City's net position by \$16.9
 - Total expenses increased by \$4.2 M
 - Charges for services increased by \$1.7M



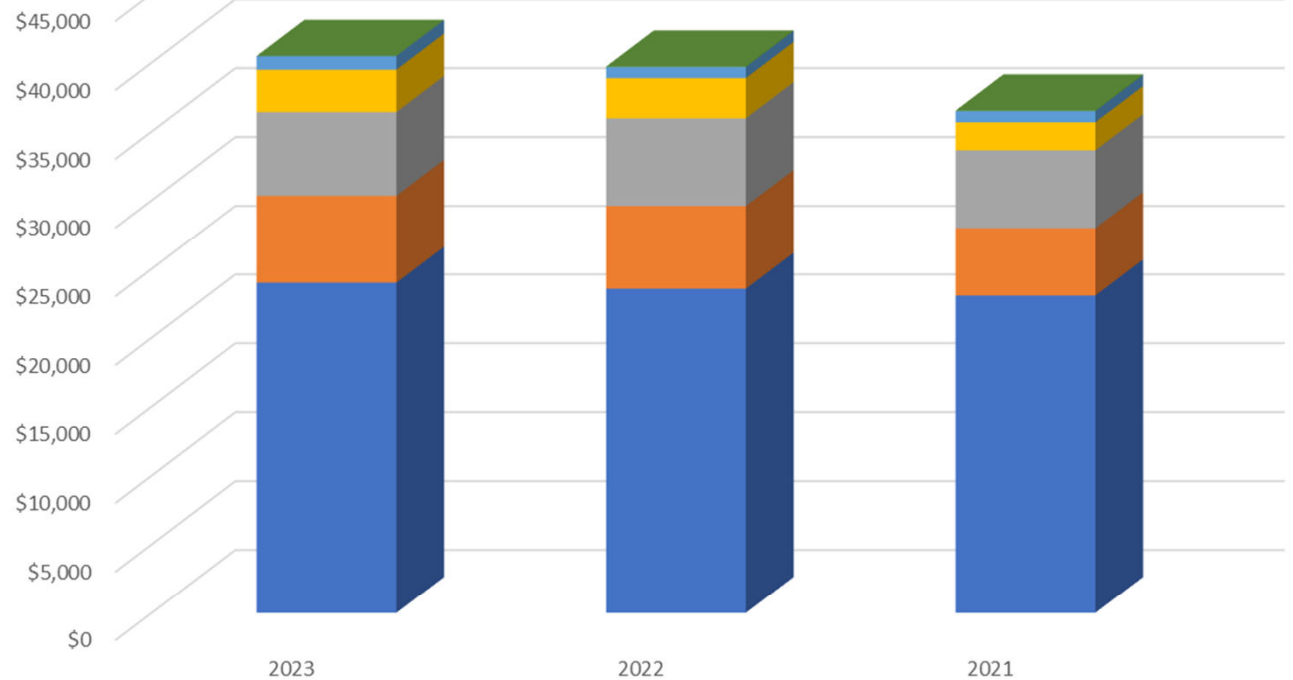
Cedar Cross Main Tap

GENERAL FUND REVENUE

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.



TAX REVENUE 3 YEAR HISTORY

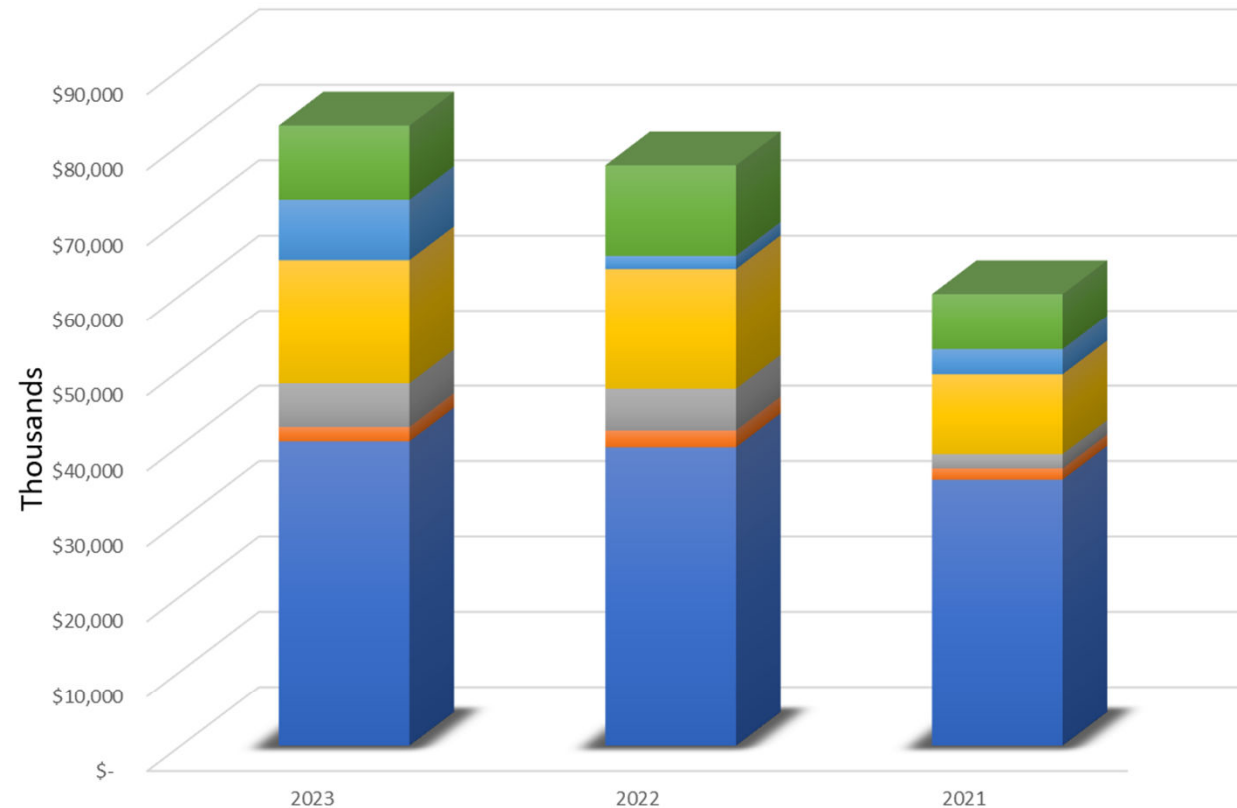


- Property Tax
- Franchise Fee
- Local Option Sales Tax
- Hotel/Motel
- Backfill
- Pari-Mutuel

	2023	2022	2021
Property Tax	\$23,984	\$23,544	\$23,052
Franchise Fee	\$6,348	\$6,045	\$4,921
Local Option Sales Tax	\$6,077	\$6,369	\$5,664
Hotel/Motel	\$3,072	\$2,916	\$2,036
Backfill	\$994	\$799	\$810
Pari-Mutuel	\$0	\$34	\$35

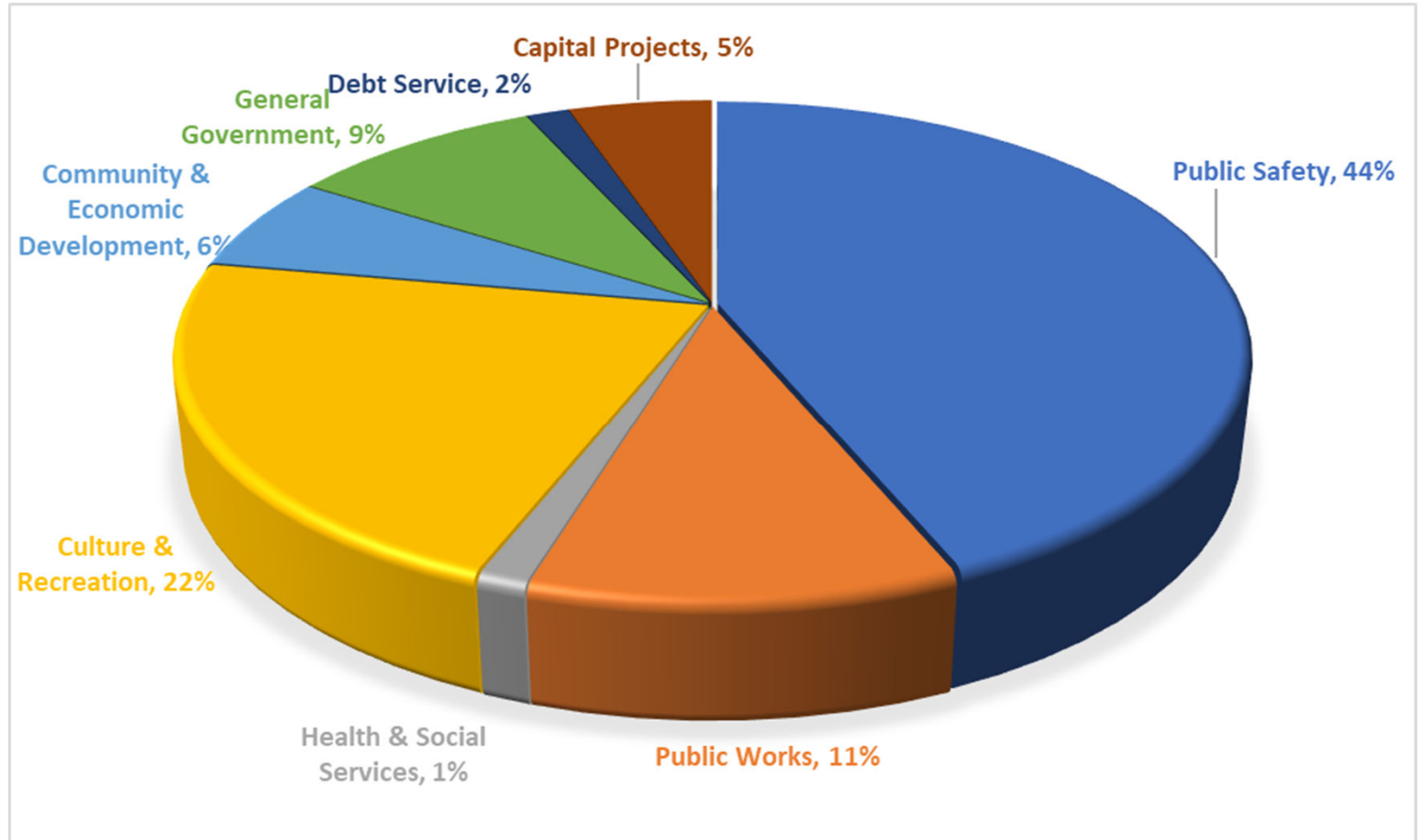
GENERAL FUND REVENUE

3 YEAR HISTORY

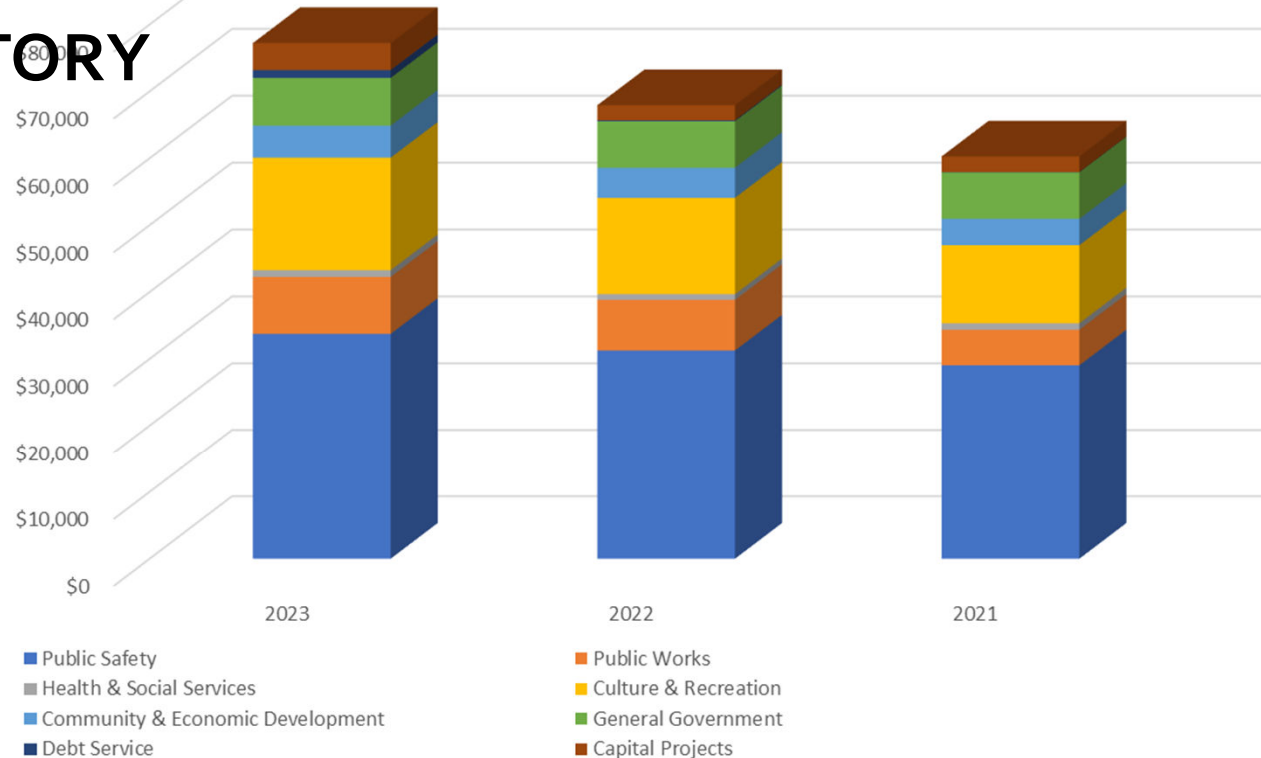


	2023	2022	2021
Taxes	\$ 40,475	\$ 39,707	\$ 35,405
Licenses & Permits	\$ 1,915	\$ 2,212	\$ 1,497
Intergovernmental	\$ 5,794	\$ 5,545	\$ 1,886
Charges for Services	\$ 16,435	\$ 15,969	\$ 10,586
Interest, Fines & Forfeitures, & Other	\$ 8,004	\$ 1,765	\$ 3,341
Gaming	\$ 9,847	\$ 12,000	\$ 7,394

GENERAL FUND EXPENDITURES

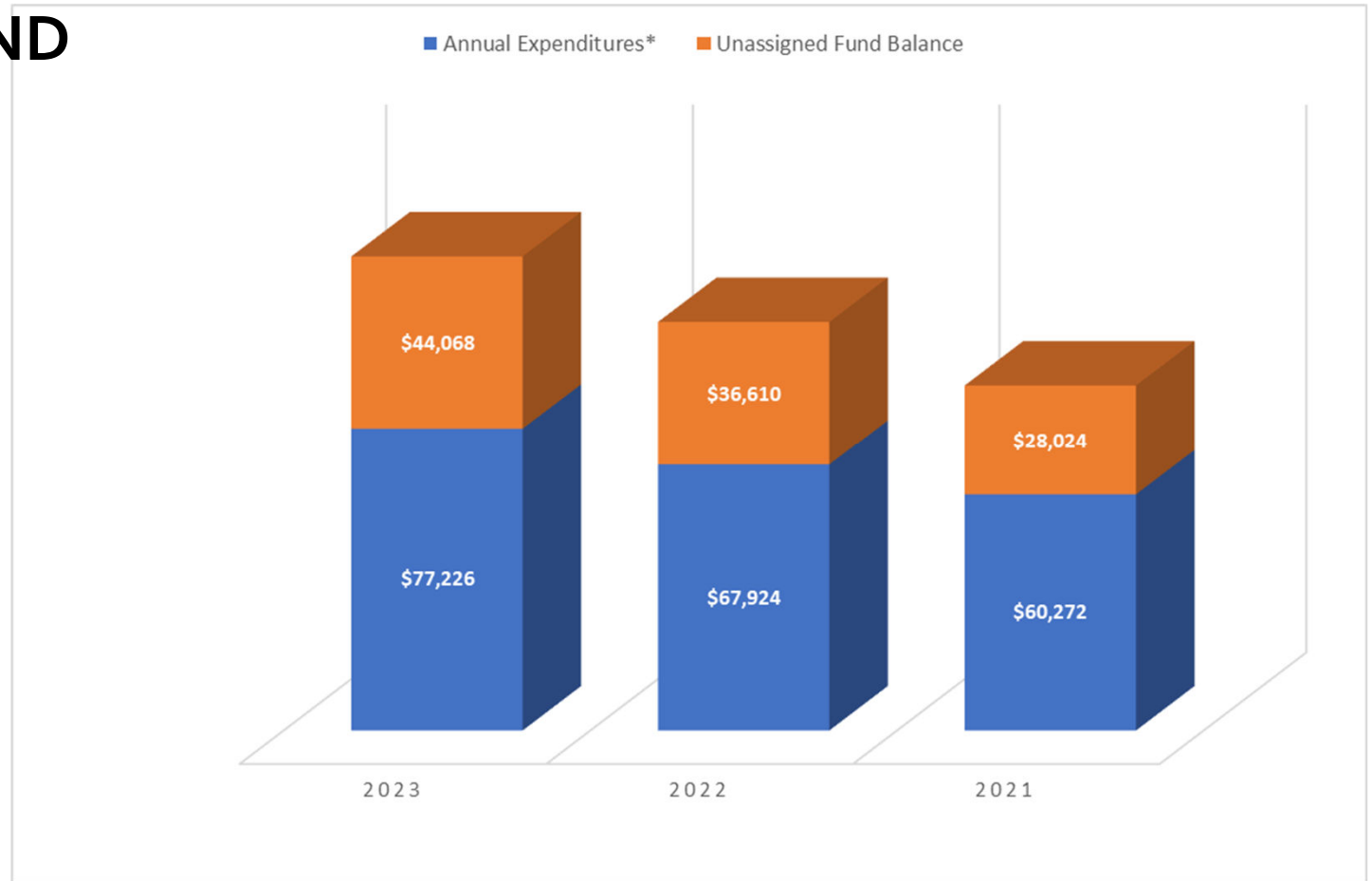


GENERAL FUND EXPENDITURES THREE YEAR HISTORY



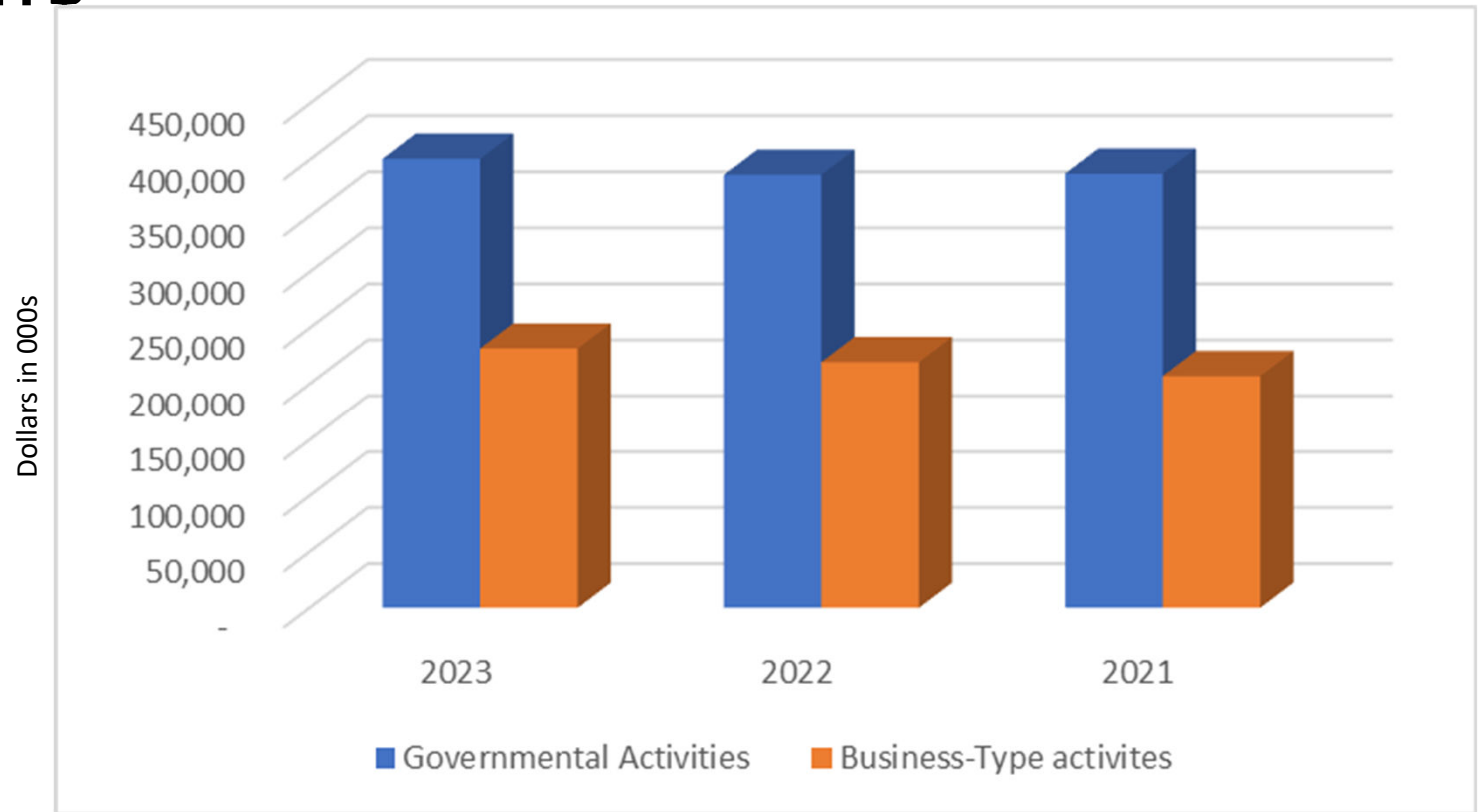
Public Safety	\$33,740	\$31,256	\$29,038
Public Works	\$8,526	\$7,565	\$5,323
Health & Social Services	\$996	\$861	\$964
Culture & Recreation	\$16,821	\$14,403	\$11,674
Community & Economic Development	\$4,795	\$4,494	\$3,938
General Government	\$7,128	\$6,963	\$6,949
Debt Service	\$1,177	\$126	\$42
Capital Projects	\$4,044	\$2,256	\$2,344

COMPARISON OF GENERAL FUND BALANCES

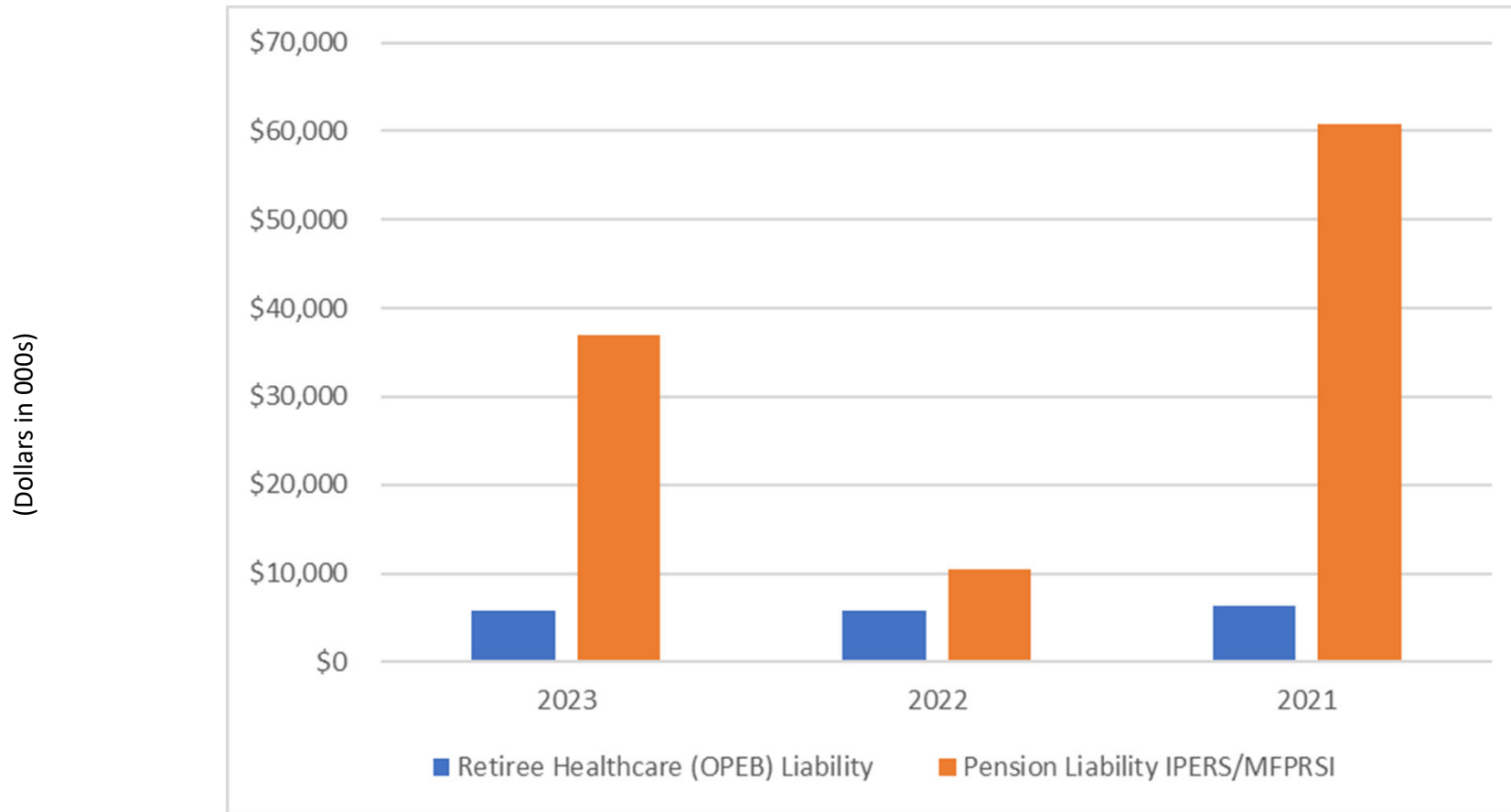


*Annual expenditure figure exclude transfers to other funds

NET INVESTMENT IN CAPITAL ASSETS



UNFUNDED LEGACY COSTS



Legacy costs are ongoing costs that arise from spending that does not increase revenue.

AUDIT RESULTS

- **Auditors' Opinion on Financial Statements – Unmodified**
 - Sometimes referred to as a “clean” audit. This is the highest level of assurance auditors can provide over financial statements.
 - Financial Statements are materially accurate
 - No disagreements with auditors
 - All proposed material audit adjustments were made
 - Audit performed yearly
 - Audit required by Iowa State Code

COMPLIANCE AUDIT RESULTS

3 level of audit deficiencies

- Material weakness – highest level, material adjustments identified
- Significant deficiency – does not rise to material level but still something those charged with governance should be aware of
- Control deficiency – lowest level, compensating controls in place to mitigate likelihood of a material misstatement

Previous audit results

- 2022 – unmodified
 - Material weakness over financial reporting
- 2021 – unmodified
 - 1 significant deficiency over financial reporting
- 2020 – unmodified
 - 1 material weakness over financial reporting



COMPLIANCE AUDIT RESULTS

- **Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards**
 - Material weakness due to material audit adjustments related to new government audit standards.
 - No Significant Deficiencies identified in FY23

GASB STATEMENT NO. 96 IMPLEMENTATION

- GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA). Objective is to improve reporting related to SBITA. Reporting
- During 2023, the City implemented the new standard noting the following changes at July 1, 2022:

	Subscription Assets	Subscription Payable
Governmental Activities	\$ 2,110,456	\$ 2,110,456

- The effect of implementation did not result in a restatement.

COMPLIANCE AUDIT RESULTS



Auditors' Opinion on compliance for major programs

Unmodified for all major federal programs



Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

No findings



Dubuque Arboretum

THANK YOU



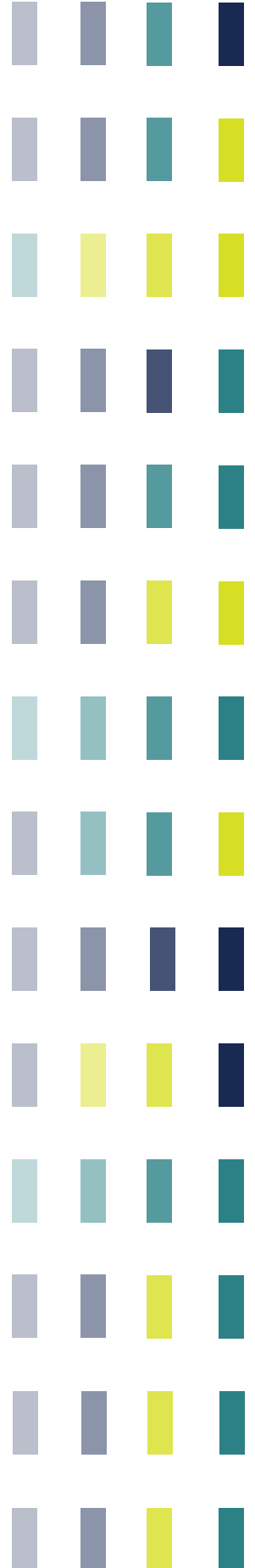
FINANCE@CITYOFDUBUQUE.ORG



[HTTP://WWW.CITYOFDUBUQUE.ORG](http://WWW.CITYOFDUBUQUE.ORG)

ANNUAL COMPREHENSIVE **FINANCIAL REPORT**

FISCAL YEAR ENDED JUNE 30, 2023



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Introductory Section
June 30, 2023
City of Dubuque, Iowa

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CITY OF DUBUQUE, IOWA
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Office (563) 589-4133
Fax (563) 690-6689
TTY (563) 690-6678
finance@cityofdubuque.org
www.cityofdubuque.org

September 30, 2024

Honorable Mayor, City Council Members, and Residents of the City of Dubuque:

The City of Dubuque, Iowa, pursuant to the requirements set forth by state and federal regulations, hereby submits the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. Understanding the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects, and is reported in a manner designed to present fairly the financial position and results of operations of the various funds and activities of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial operations have been included.

The Code of Iowa requires an annual audit by independent certified public accountants or the State Auditor. The accounting firm of FORVIS LLP conducted the audit for fiscal year 2023. The independent auditors' report is included in the Financial Section of this report. In addition to meeting the requirements set forth in state statutes, the audit also was designed to meet the requirements of an annual single audit in conformity with the provisions of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirement, Cost Principals, and Audit Requirements for Federal Awards* (Uniform Guidance). Information related to this single audit, including the Schedule of Expenditures of Federal Awards, findings, recommendations, and the auditor's report on internal control over financial reporting and compliance with requirements applicable to laws, regulations, contracts, and grants, are included in the Compliance Section of this report.

The City provides a full range of services including: police and fire protection; sanitation services; the construction and maintenance of roads, streets, and infrastructure; inspection and licensing functions; maintenance of grounds and buildings; regional airport; library; parks, recreational activities; and cultural events. In addition to general government activities, the municipality owns and operates enterprises for a water system, water resource and recovery center (wastewater treatment), stormwater system, parking facilities, refuse collection, road salt, and public transportation.

This report includes all funds of the City of Dubuque, as well as its component units. Component units are legally separate entities for which the City is financially accountable. The City has no blended component units. This report includes the Dubuque Metropolitan Area Solid Waste Agency (DMASWA), Dubuque Initiatives and Subsidiaries, and Dubuque Convention and Visitors Bureau as discretely presented component units. A discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City of Dubuque and to differentiate its financial position and results of operations from those of the City. The City appoints a voting majority to the DMASWA governing board and operates the landfill. Dubuque Initiatives, Inc. is a sustainable, non-profit organization, working as a community partner and catalyst, to undertake challenging projects involving job creation and/or community revitalization that supports a viable, livable and equitable community. In the event of dissolution, any assets or property of the organization are transferred to the City. Travel Dubuque's purpose is to strengthen

the Dubuque area economy by competitively marketing the area as a destination for conventions, tour groups, sporting events, and individual travelers. The organization's board members include one City Council member, the City of Dubuque Mayor, and the City Manager. In the event of dissolution, any assets or property of the organization shall be transferred to the City. The City collects hotel/motel taxes and forwards 50% to Dubuque Convention and Visitors Bureau as the primary source of funds for its operations.

Generally Accepted Accounting Principles (GAAP) require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Dubuque's MD&A can be found immediately following the independent auditor's report.

PROFILE OF THE CITY

The City of Dubuque, incorporated in 1833, is located on the Mississippi River in northeast Iowa, adjacent to the states of Illinois and Wisconsin. Julien Dubuque, the city's namesake, first began mining lead in the area now known as Dubuque in 1788. Dubuque is the oldest city in Iowa and has a unique combination of the old and new, ranging from a historic downtown, numerous examples of Victorian architecture, and a Civil War era shot tower, to expanding industrial parks, multiple retail centers, revitalized riverfront and millwork districts and two casinos, one of which operating as a non-profit (DRA) with annual net revenues disbursed equally to the City's general fund, to the DRA for distribution to local non-profits in the form of grants, and for the redevelopment of Chaplain Schmitt Island. The City of Dubuque has a stable, diversified economic base and is a major tri-state retail center. The City currently has a land area of 32.3 square miles, and a census 2020 population of 59,667. As the largest city in the tri-state area, Dubuque serves as the hub of a trade area with a population estimated at 250,000. As of May 2024, the City's unemployment rate was 2.7%, below the state unemployment rate of 2.8% and below the 4.0% national rate.

The City of Dubuque is empowered to levy a property tax on real property located within the city limits. The City has operated under a council-manager form of government since 1920. Policymaking and legislative authorities are vested in the governing council, which consists of a mayor and a six-member council. The city council is elected on a non-partisan basis. The mayor is elected to a four-year term. Council members are elected to four-year, staggered terms with three council members elected every two years. Four of the council members are elected within their respective wards; the mayor and the two remaining council members are elected at-large. The governing council is responsible, among other things, for setting policy, passing ordinances, adopting the budget, appointing committees, and hiring the city manager, city attorney, and city clerk. The city manager is responsible for overseeing the day-to-day operations of the government, making recommendations to the city council on the budget, and other matters, appointing the heads of the government's departments, and hiring employees.

ECONOMIC CONDITION AND OUTLOOK

The economic condition and outlook of Dubuque continues to thrive. The City's economy has a diverse employer base including manufacturing, technology, health services, insurance, education, and government. The top 10 employers in the area employ less than 21% of the total workforce and cover five different industries, which insulates the City against the negative impact from a downturn in any one area of the economy. Several industry experts and associations have recognized the community's efforts to diversify its economy. Local unemployment rates are below (2.8%) statewide (2.9%) and below the national (4.0%) figures.

Industrial

In fiscal year 2023, the City of Dubuque experienced an expansion of industrial development in multiple regions of the city. These regions include the Dubuque Industrial Center West (DICW), the Dubuque Industrial

Center South (DICS), the Kerper Boulevard industrial area, and the Dubuque Industrial Crossroads (DIC). The Dubuque Industrial Center West and South (DICW and DICS) together are a total 713 acres of developable land. These industrial centers contain more than forty-five different businesses which have brought hundreds of jobs to the region. The area continues to have available lots for future investment and job creation. In fiscal year 2023 the DICW and DICS saw expansions to a number of existing businesses including:

- Green Industrial Supply (1525 Innovation Drive): 88,000 square foot addition
- Geisler Brothers Co. (1500 Radford Road): 55,985 square foot addition
- Simmons Pet Food (501 Seippel Road): 254,880 square foot remodel and addition
- Tri-State Quality Metals (651 Seippel Road): 31,350 square foot addition
- Dubuque Screw Products (6500 Chavenelle Road): 23,000 square foot addition

Also in 2023, along Kerper Boulevard, industrial development expansion included Klauer Manufacturing which constructed a 67,197 square foot addition to their existing facility.

The year also brought about the beginning steps in the development of a new industrial center, the Dubuque Industrial Crossroads (DIC). The DIC is located at the southwest corner of the intersection of US Highways 151/61 and US Highway 52 (Southwest Arterial). Here, the city acquired 156 acres to accommodate future business development.

Commercial and Retail

Downtown Development: Over \$800 million has been invested in the downtown area in building rehabilitation, new construction, and public improvements where more than 9,000 people work. Heartland Financial and Cottingham & Butler partnered in 2019 to purchase the Roshek Building in order to accommodate their quickly expanding workforce. Their subsequent buildout provides office space on all floors of the building to support hundreds of additional Heartland and Cottingham & Butler employees at this location. The COVID-19 pandemic has changed business practices in relation to on-site employment, but all floors of the facility are prepared for a full return to the office. This continued use of an iconic historic building in Dubuque's downtown supports our local retail.

Historic Millwork District: The Historic Millwork District is saturated with history. It imbues the area with authenticity and character while offering valuable lessons about the importance of sustainable urban design strategies. Dubuque's Historic Millwork District is a keystone to the region's aggressive economic development strategy. With one million square feet of historic warehouse space ideal for urban mixed-use development, the District is perfectly suited to attract entrepreneurs, designers, residents, institutions, and businesses prepared to fuel Dubuque's globally competitive and sustainable economy. The District is currently home to multiple eateries, breweries, and shopping venues, as well as over 200 residential units, with nearly 200 additional units planned to begin construction in 2025. To date, nearly \$100 million has been invested into the transformation of the Millwork District and it is attracting entrepreneurs, residents, institutions, and businesses that are fueling Dubuque's competitive economy.

Brewery Neighborhood Conservation District: The former Dubuque Brewing and Malting Company complex (aka H&W Building) is a collection of buildings constructed primarily of red brick between 1896 and 1934 on the northeast corner of Jackson and 30th Streets. The complex is eligible for the National Register of Historic Places and is in Dubuque's Brewery Neighborhood Conservation District. The southern portion of the building was purchased by 3000 Jackson LC in March 2017 and work to restore the building began. The new owner obtained a demolition permit to deconstruct the unsound section of the structure and plan to stabilize and make immediate repairs to prevent further deterioration. Although a portion of the historic structure will be demolished, there are plans to repair, stabilize, and eventually completely restore the property in the future. The property was rezoned in May 2020 to accommodate an anticipated \$30 million mixed-use development providing commercial/retail and residential space.

Commercial Development: While COVID-19 slowed commercial construction season beginning in March 2020, building permit revenues still show a strong year for commercial remodels and new development. JoAnn Fabric completed work on a new 30,000 square foot facility. The University of Dubuque constructed a new student clinic, welcome center and outdoor space known as Wallace Commons. Hormel completed renovations to add a new product line at their facility in the Industrial Park.

Phase I of Mt. Carmel campus for construction of a new senior housing development by BVM-PHS Senior Housing, Inc. has been completed. Phase II is in plan review. When all four phases are completed, a total of 450 dwelling units will be available.

In 2022, The John F. Kennedy Road Commercial Corridor sees continued redevelopment with the construction of 7500 sf Green State Credit Union on a 55,407 sf site at the corner of Stoneman Road and JFK., a five (5) unit 11,407 sf multi-tenant commercial building on a 63,346 sf site at 3415 Stoneman Road and Collins Community Credit Union constructing a 29,799 sf three (3) story building on a 100,137 sf site at the former Shopko Site.

Asbury Plaza continues to be developed with the additions of Starbucks and future construction of a Brakes Plus facility.

Residential

In fiscal year 2023, the City of Dubuque saw an expansion of residential projects. Residential development included market rate apartments, single-family lots, duplex lots, a cooperative community, and workforce housing units. The following residential developments were reviewed, completed, or under construction during the fiscal year:

- Fox Hills Apartments (3920 Plaza Drive): 390-unit market rate apartments
- Silver Oaks Subdivision #3 (end of Elmwood Drive): 128 single-family/duplex lots
- Vintae Estates of Dubuque (end of Barnwood Lane): 35 single-family cooperative community
- Old Prescott School (1199 Central Avenue): 14-unit market rate apartments
- Miller 4-Plex (end of Eastgate Court): 4-unit market rate apartments
- Rustic Point Estates #2 (Kennedy Road & Derby Grange Road): 45 single-family/duplex lots
- Roosevelt West (1895 Radford Road): 50-unit affordable workforce housing development
- The Gardens of Dubuque (1895 Radford Road): 50-unit affordable workforce housing development

Health Services

MercyOne Dubuque along with Medical Associates Clinic constructed a \$25 million project to build a two-story building east of the hospital to serve as a hematology/oncology outpatient clinic. Iowa Health Facilities Council did grant their approval for a certificate of need for a linear accelerator included in the project.

Grand River Medical Center constructed a 45,000 square foot, three-story, acute care medical facility in Westmark Business Park off of the Northwest Arterial and Pennsylvania Avenue.

Medical Associates Clinic is in the process of grading 5 1/2 acres located on the northwest corner of the intersection of Chavenelle Road and the Northwest Arterial for a future medical clinic.

Crescent Community Health Center, a Federally Qualified Health Center (FQHC), expanded services and their clinic space at 1690 Elm Street to include behavioral health services, and an urgent care clinic. The clinic is now expanding dental services as well as it's wellness services in an out building at their address. Crescent acquired In Focus pharmacy, located on the second floor of 1690 Elm Street, and will now offer pharmacy services.

Education

The Dubuque community takes great pride in the quality of its educational system and it is a top priority for Dubuque residents and leaders. Dubuque's public-school system was ranked #7 out of 2,200 school districts nationwide.

The Dubuque community schools district provides K-12 education through 11 elementary schools, three junior high schools, one middle school, and three high schools. Dubuque also offers two private school systems accredited by the State of Iowa. Holy Family Catholic Schools offers K-12 education at two elementary schools, one K-5 Spanish Immersion Program, a middle school, and a high school. The Dubuque Lutheran School offers K-5 education at one elementary school.

Dubuque boasts three private, liberal arts colleges offering a wide variety of undergraduate and graduate degree programs, a community college with a diverse certificate and degree programs, and a Bible college. The tri-state area features an additional state university and two more community colleges for a total of 18,000 college students.

MAJOR INITIATIVES

For the Year. The City of Dubuque staff, following the adopted priorities of the mayor and city council, has been involved in a variety of projects throughout the year. These projects reflect the City's commitment to continue to provide high quality services to the residents and stakeholders of Dubuque within the budget guidelines set by the mayor and city council.

Creating an Equitable Community for All: Several City Council policy agenda priorities in the past year focused on creating a more equitable community for all. Notably, Council prioritized implementation of the Equitable Poverty Reduction and Prevention Plan and Equitable Fine and Fee Reform.

In 2021, the City Council prioritized the creation of an Equitable Poverty Reduction and Prevention Plan. The Plan was delivered to Council by Public Works LLC, and lays out an implementation strategy to reduce poverty, especially in communities of color. The FY22 budget recommended funding for Public Works LLC to continue assisting the City in implementation. It also recommends the creation of a new Office of Shared Prosperity and Neighborhood Support.

The Equitable Fine and Fee Reform priority examines how the City's fines and fee structures impact our most vulnerable population, particularly communities of color. Key issues include a thorough analysis of quantitative and qualitative data to understand impact, legislative advocacy at the county, state, and federal level, and actions to restructure fine and fee schedules and practices. Staff capacity to manage recommended programs will be key to successful implementation. The Community Impact Division was established in Leisure Services with two positions, Community Diversion and Prevention Coordinator and Community Service Outreach Coordinator to focus on this work.

Bee Branch Watershed Flood Mitigation Project: The City's \$237 million Bee Branch Watershed Flood Mitigation Project is a 20-year, multi-phased investment to mitigate flooding, improve water quality, stimulate investment, and enhance quality of life within the Bee Branch Watershed. The City has received more than \$160 million in state and federal funds for the project. The \$60 million Upper Bee Branch Creek Restoration phase of the project was completed in the summer of 2017. The \$25.9 million Bee Branch Creek Railroad Culverts Project was awarded in early 2019 and was completed in late 2022. Since the fall of 2021, the

improvements have provided for an increase in the level of flood protection for over 1,300 homes and businesses from a 1 in 75- year rain to a 1 in 500 - year rain.

In 2016, the City of Dubuque was awarded a total of \$31.5 million through the U.S. Department of Housing & Urban Development (HUD) National Disaster Resilience Competition (NDRC) Grant awarded to the State of Iowa's "Iowa Watershed Approach." This total includes \$8.4 million for the Bee Branch Healthy Homes Resiliency Program in the form of five-year forgivable loans to improve 320 housing units, including owner-occupied homes; single-unit rentals; and small, multi-family residential units. The grant also provided \$24.9 million for stormwater infrastructure improvements related to the Bee Branch Watershed Flood Mitigation Project. Specifically, this includes funding towards the \$25.9 million Bee Branch Creek Railroad Culverts Project that involves the installation of six 8-foot diameter culverts to pass floodwaters from the Upper Bee Branch to the Lower Bee Branch through the railway yard on Garfield Avenue. The grant also provided funding to provide drainage improvements from the Bee Branch Creek to the west along 22nd Street up Kaufmann Avenue to North Main Street. Finally, the grant provided funding for drainage improvements from the Bee Branch Creek to the west along 17th Street from Elm Street to N. Main Street. The HUD Resiliency Grant will expedite the completion of the Bee Branch Watershed Flood Mitigation Project, lessening the potential flood damage caused by future flash floods.

Another phase of the Bee Branch project is the \$18.9 million Bee Branch Stormwater Pumping Project that involves improvements where the Bee Branch Watershed drains into the Mississippi. The improvements to the pump station will provide more pumping capacity and allow for gravity flow under some circumstances such that it will be able to accommodate what is statistically considered a 500-year event - the same level of protection to be provided by the upstream Bee Branch Creek Restoration Project. The City was awarded a \$2.5 million U. S. Economic Development Administration (EDA) grant. However, since being awarded the grant, the estimated project cost has increased by \$8.9 million, due in part to site challenges. The City is evaluating alternative designs that would be ready for bidding in late 2023. Unfortunately, the economic impact of the COVID-19 pandemic did delay the project.

Chaplain Schmitt Island Master Plan: As part of a commitment to create a variety of fun things to do for all, the City is part of a team lead by the DRA which is implementing the Chaplain Schmitt Island Master Plan. The Plan identifies a strategy to redevelop the island, beginning with the additional enhancements to the Veterans Memorial Plaza and including developing/redeveloping recreational amenities, business development, self-sufficiency of the Q Casino + Resort, construction of a new hotel, and redevelopment of the 16th Street Corridor onto the Island. The ImOn Arena (ice rink and event center) transferred from a non-profit operation to City to now management by Schmitt Island Development Corporation, the first of many partnerships to be developed with this partner. The work will be done while focusing on the environmental integrity of the island with the US Army Corps of Engineers and the Iowa Department of Natural Resources.

For the Future. The mayor and city council will continue to take action to achieve their goals of maintaining a strong local economy, sustaining stable property tax levies, and enhancing the safety and security of residents through neighborhood vitality. City staff will work to implement the city council's vision for Dubuque. A program of comprehensive service reviews has continued as a vehicle for analyzing City services, identifying opportunities for improvement, and determining areas of possible cost reductions. The goal of the service review program is to ensure that services desired by the residents are provided in the most cost effective and efficient method possible. The city council's goals for the next five years and beyond include the following:

- Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity
- Vibrant Community: Healthy and Safe
- Livable Neighborhoods and Housing: Great Place to Live
- Financially Responsible, High-Performance City Organization: Sustainable, Equitable, and Effective Service Delivery

- Sustainable Environment: Preserving and Enhancing Natural Resources
- Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable
- Diverse Arts, Culture, Parks, and Recreation Experiences and Activities
- Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility

FINANCIAL INFORMATION

Internal Controls: City management is responsible for establishing and maintaining internal controls to ensure that the assets of the government are protected from loss, theft, or misuse, and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles.

Single Audit: As a recipient of federal and state financial assistance, the City of Dubuque's government is responsible for ensuring that adequate internal controls are in place to ensure compliance with applicable laws, regulations, contracts, and grants related to those programs. These internal controls are subject to periodic evaluation by management.

As a part of the City's single audit described earlier, tests are made to determine the adequacy of internal controls, including that portion related to federal programs, as well as to determine that the government has complied with applicable laws, regulations, contracts, and grants.

Budgeting Controls: In addition, the government maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the city council. All funds, except for fiduciary fund types which include pension trust funds, private purpose trust funds, and custodial funds are included in the annual budget process. The level of budgetary control (that is the level at which expenditures cannot legally exceed the appropriated amount) is established by state programs. The government also maintains an encumbrance accounting system as one technique for accomplishing budgetary control. Encumbered amounts lapse at year-end; however, encumbrances generally are re-appropriated as part of the following year's budget. As demonstrated by the statements and schedules included in the financial section of this report, the City continues to meet its responsibility for sound financial management.

Cash Management: Cash temporarily idle during the year was invested in demand deposits, certificates of deposit, federal agency obligations, and authorized mutual funds. The City (including DMASWA) had investment gains of \$5,558,933 for the year. The investment policy adopted by the city council stresses the importance of capital preservation. The policy directives intend to minimize credit and market risks while maintaining a competitive yield on the portfolio.

Risk Management: The City of Dubuque is a member of a statewide risk pool for local governments, the Iowa Communities Assurance Pool (ICAP). The coverage for general and auto liability, as well as public official and police professional liability are acquired through this pool. The City has established a Workers' Compensation Reserve Fund for insuring benefits provided to City employees which is included in the Internal Service Fund Type. As of May 15, 2020 the City changed workers' compensation coverage providers. Under this new agreement, the City is fully insured for all claims with the exception of sworn Police Officers and Fire Fighters medical claims. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense. The City purchases private insurance to include sworn Police Officers and Fire Fighters medical claims under a self-insured retention of \$750,000 for each accident. The accumulated reserve provision for such claims reflected a \$1,035,888 net position as of June 30, 2023. The City has also established a self-insurance plan for medical, prescription drug, and short-term disability. The accumulated reserve provision

for such claims equaled \$5,773,859 as of June 30, 2023. All self-insured health plans are certified as actuarially sound and certificates of compliance have been filed with the State of Iowa.

Bond Rating: Moody's Investors Service upgraded to the Aa2 rating on outstanding general obligation unlimited tax (GOULT) debt on July 10, 2023; a Aa2 rating on outstanding second lien sales tax increment debt that is ultimately backed by an unlimited property tax pledge; and an A1 rating on outstanding senior lien sales tax increment revenue bonds. The Aa2 rating reflects strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years. On July 13, 2021, Moody's upgraded the rating on the water revenue debt from A2 to A1. The A1 rating reflects the water enterprise's very strong cash position, updated system condition, and strong capital and operational planning with unlimited rate setting authority.

Moody's provides credit ratings and research covering debt instruments and securities. The purpose of Moody's ratings is to provide investors with a simple system to gauge future relative creditworthiness of securities. The firm uses nine rating classifications to designate least credit risk to greatest credit risk: Aaa, Aa, A, Baa, Ba, B, Caa, Ca, and C. Moody's appends numerical modifiers 1, 2, and 3 to each rating classification.

AWARDS AND ACKNOWLEDGEMENTS

Awards: The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Dubuque, Iowa, for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022. This was the 35th consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

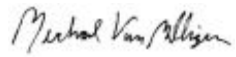
A Certificate of Achievement is valid for a period of one year only. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

GFOA also awarded a Distinguished Budget Presentation Award to the City of Dubuque, Iowa, for its annual budget for the fiscal year ended June 30, 2024. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device. This was the 18th consecutive year that the City has achieved this prestigious award. This award is valid for a period of one year.

The City of Dubuque's investment policy was awarded the Certification of Excellence in July 2009 by the Association of Public Treasurers of the United States and Canada. The investment policy is to be reviewed every five years by the APT US&C. The investment policy was successfully recertified in 2023.

Acknowledgments: The preparation of this report could not be accomplished without the efficient and dedicated services of the entire Finance Department staff. We also thank the mayor and city council for their interest and support in planning and conducting the financial operations of the City of Dubuque in a responsible and progressive manner. We also thank the independent certified public accountants, FORVIS LLP, whose competent assistance and technical expertise have enabled the production of this report.

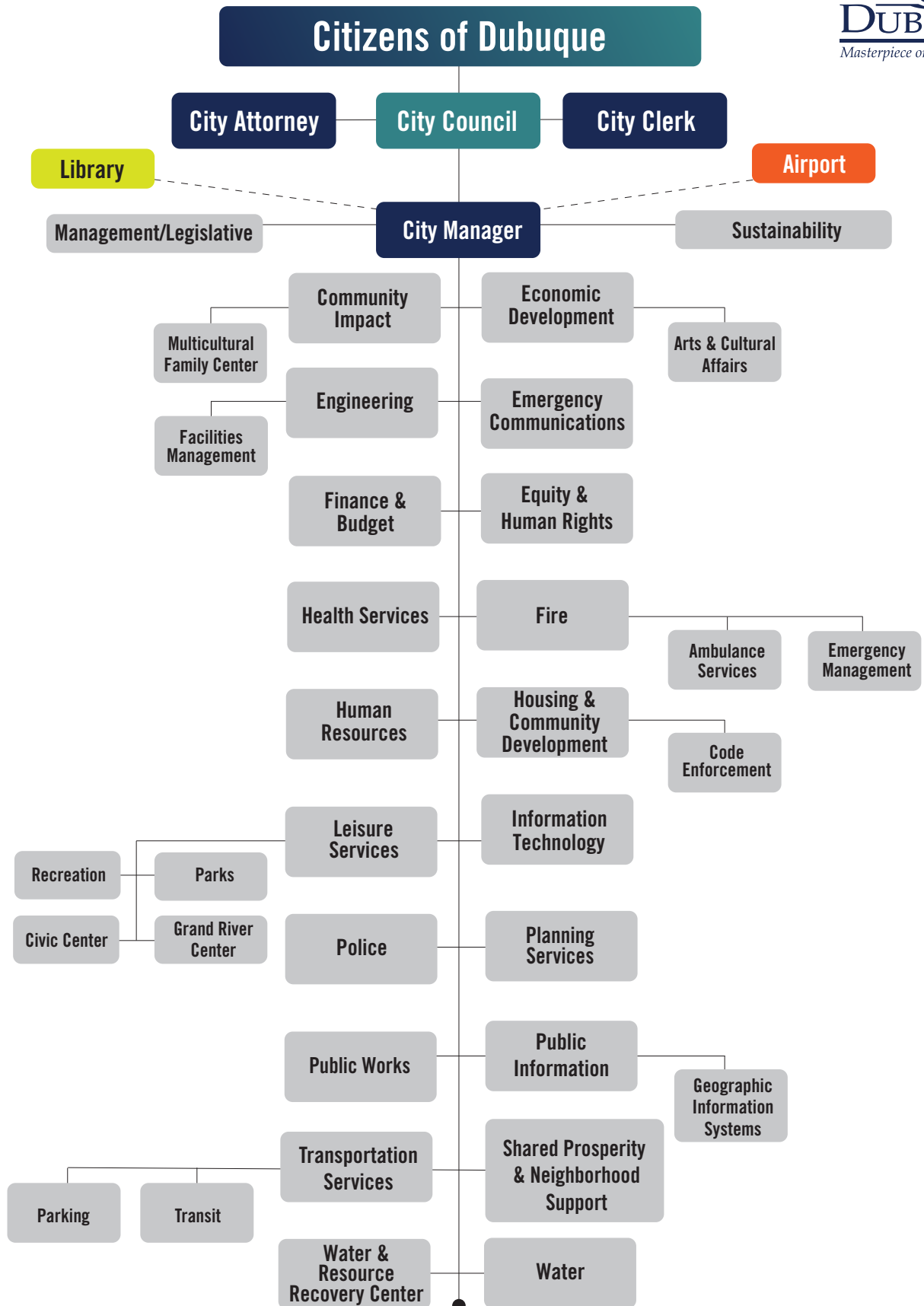
Sincerely,



Michael C. Van Milligen
City Manager



Jennifer M. Larson
Chief Financial Officer



KEY

Elected by the
Citizens of Dubuque

Appointed by the
City Council

Appointed by the
Library Board of
Trustees

Appointed by the
Airport Commission

Appointed by the
City Manager

CITY OF DUBUQUE, IOWA

OFFICIALS

JUNE 30, 2023

CITY COUNCIL

Brad M. Cavanagh	Mayor
Ric W. Jones	Council Member, At-Large Representative
David T. Resnick	Council Member, At-Large Representative
Susan R. Farber	Council Member, Ward One Representative
Laura J. Roussell	Council Member, Ward Two Representative
Daniel C. Sprank	Council Member, Ward Three Representative
Katy A. Wethal	Council Member, Ward Four Representative

COUNCIL APPOINTED OFFICIALS

Michael C. Van Milligen	City Manager
Barry A. Lindahl	Senior Counsel
Crenna M. Brumwell	City Attorney
Jason Lehman	Assistant City Attorney
Adrienne N. Breitsfelder	City Clerk

DEPARTMENT MANAGERS

Todd E. Dalsing	Airport Director
Cori L. Burbach	Assistant City Manager
Gus N. Psihoyos	City Engineer
Jennifer M. Larson	Chief Financial Officer
Therese H. Goodmann	Director of Strategic Partnerships
Jill M. Connors	Economic Development Director
Jessica George-Rethwisch	Emergency Communications Director
Amy Scheller	Fire Chief
Mary Rose Corrigan	Public Health Director
Alexis M. Steger	Housing and Community Development Director
Shelley M. Stickfort	Chief Human Resources Officer
Antonio Mouzon	Community Impact Director
Christine A. Kohlmann	Chief Information Officer
Marie L. Ware	Leisure Services Director
Nicholas L. Rossman	Library Director
Randy W. Gehl	Public Information Officer
Arielle Swift	Public Works Director
Wally C. Wernimont	Planning Services Director
Jeremy Jensen	Police Chief
Gina S. Bell	Director of Sustainable
Ryan Knuckey	Director of Transportation Services
Christopher J. Lester	Water Department Director
Deron Muehring	Water & Resource Recovery Center Director
Gisella Aitken-Shandle	Chief of Equity and Human Rights
Anderson Sainci	Director of the Office of Shared Prosperity & Neighborhood Support



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Dubuque
Iowa**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

Independent Auditor's Report

Honorable Mayor and City Council
City of Dubuque, Iowa
Dubuque, Iowa

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dubuque, Iowa (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the reports of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau, which represent 29% and 2%, respectively, of the assets and 1% and 17%, respectively, of the revenues of the aggregate discretely presented component units as of June 30, 2023. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau, are based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau, component units included in the financial statements of the aggregate discretely presented component units, were not audited in accordance with *Government Auditing Standards*.

Emphasis of Matter

As described in Note 17 to the financial statements, in 2023, the City adopted Governmental Accounting Standards Board Statement No. 96, *Subscription Based Information Technology Arrangements*. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison, pension, and other postemployment benefit information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund statements and the schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining nonmajor fund statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 29, 2024, on our consideration of City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Forvis Mazars, LLP

West Des Moines, Iowa
September 29, 2024

CITY OF DUBUQUE, IOWA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED JUNE 30, 2023

This section of the City of Dubuque's annual financial report presents our discussion and analysis of the City's financial performance during the fiscal year that ended on June 30, 2023. Comparative information from the previously issued financial statements for the year ended June 30, 2022, is also included. The 2022 information has not been restated for the implementation of GASB Statement No. 96. Please read it in conjunction with the transmittal letter at the front of this report and the City's financial statements found in the next section of this report.

FINANCIAL HIGHLIGHTS

- The net position of the City of Dubuque increased to \$709,270,904 compared to net position of \$665,485,190 for fiscal year 2022.
- Governmental program revenues increased by \$8,397,772 from fiscal year 2022. This increase was due largely in part to a significant increase in grant revenues in public works related to the Northwest Arterial project. There was also an increase in general government capital grants related to Federal Covid Fund projects.
- The City's business type activities program revenues increased by \$5,798,047. Charges for services increased by \$1,895,498. Rate increases included 5% for water, 5% for sewer, 1.69% for stormwater, and a 2.6 % increase for refuse in fiscal year 2023. Operating grants and contributions increased by \$2,067,312. The Transit System had an increase in operating grants and contributions related to federal operating grants. Capital contributions received from governmental funds were \$1,299,847 and are shown in the transfers line and are detailed out in Note 6.
- Expenses of the City's governmental activities increased approximately 11.2%, or \$10,503,323 from fiscal year 2022 to fiscal year 2023. The increase was seen mainly in culture and recreation, community and economic development and general government, which is due to additional programming costs in recreation, additional development related costs and subscription asset related amortization.
- The City implemented Governmental Accounting Standards Board Statement No. 96, *Subscription Based Information Technology Arrangements*, for the year ended June 30, 2023. This resulted in a restatement as of July 1, 2022 for subscription assets and subscription liabilities. The effect of implementing this Statement did not result in a restatement of beginning net position. See Note 17 for further information.

OVERVIEW OF THE FINANCIAL STATEMENTS

The City's basic financial statements consist of government-wide financial statements, fund financial statements, and notes to the financial statements. This discussion and analysis is intended to serve as an introduction to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business. The paragraphs below provide a brief description of the government-wide financial statements.

CITY OF DUBUQUE, IOWA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED JUNE 30, 2023

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between assets plus deferred outflows, and liabilities plus deferred inflows of resources reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. To assess the overall health of the City, additional non-financial factors should be considered, such as changes in the City's property tax base and the condition of the City's infrastructure.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods such as uncollected taxes and earned but unused sick and vacation leave.

The government-wide financial statements include not only the City itself (known as the primary government), but also three other legally separate entities (known as component units), the Dubuque Metropolitan Area Solid Waste Agency (DMASWA), Dubuque Initiatives (DI) and Subsidiaries, and the Dubuque Convention and Visitors Bureau (CVB) for which the City of Dubuque is considered financially accountable. Financial information for DMASWA, DI, and CVB are reported separately from the financial information presented for the primary government. The Dubuque Metropolitan Area Solid Waste Agency, Dubuque Initiatives and Subsidiaries, and Dubuque Convention and Visitors Bureau issue separate financial statements. Dubuque Initiatives and Subsidiaries' financial statements are prepared on a calendar year basis while the Dubuque Metropolitan Area Solid Waste Agency's and Dubuque Convention and Visitors Bureau's financial statements are prepared on the same fiscal year basis as the City of Dubuque.

The government-wide financial statements are divided into two categories:

Governmental activities. This category consists of services provided by the City that are principally supported by taxes and intergovernmental revenues. Basic City services such as police, fire, public works, planning, parks, library, and general administration are governmental activities.

Business-type activities. These activities are supported primarily by user fees. The services provided by the City in this category include water, sewer, storm water, refuse, salt, parking, and transit.

Fund Financial Statements

A fund is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with legal requirements for financial transactions and reporting. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financial requirements.

CITY OF DUBUQUE, IOWA

MANAGEMENT'S DISCUSSION AND ANALYSIS

FOR THE YEAR ENDED JUNE 30, 2023

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financial decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances are followed by a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains four individual major governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, tax increment financing fund, community development fund and debt service fund, all of which are considered to be major funds. Data from all other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City legally adopts an annual budget by function. A budgetary comparison schedule has been provided.

Proprietary funds. The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its sewer, water, storm water, and refuse utilities, transit service, parking facilities, and salt. Internal service funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its general services, garage services, stores/printing, health insurance, and workers' compensation. The engineering services fund is used to budget for engineering staff time expected to be spent on capital projects, but the actual time spent working on capital projects is directly charged to the funds that the capital projects are budgeted. The City's internal service funds predominately benefit the governmental activities and have been included in the governmental activities in the government-wide financial statements.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The City has two fiduciary funds, a custodial fund reporting resources held for the Dubuque Racing Association for improvements at the greyhound racing facility and a custodial fund used for reporting resources from police seizures.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required supplementary information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the budget and actual results of the City, the City's proportionate share of the net pension liability and related contributions for both of the City's pension plans, and the schedule of changes in the total OPEB liability.

Other information. The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds, and internal service funds are presented immediately following the required supplementary information.

CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position. As noted earlier, net position may serve as a useful indicator of a government's financial position when observed over time. The analysis that follows focuses on the change in net position for the governmental and business-type activities.

The largest part of the City's net position reflects its net investment in capital assets such as land, buildings, infrastructure, machinery, and equipment less any related debt used to acquire those assets that is still outstanding. The debt related to the investment in capital assets is liquidated with resources other than capital assets, lease and subscription assets. Restricted net position represents resources subject to external restrictions, constitutional provisions or enabling legislation on how they can be used. Unrestricted net position is the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, legislation, or other legal requirements.

	CITY OF DUBUQUE'S NET POSITION					
	Governmental Activities		Business-type Activities		Total	
	2023	2022*	2023	2022*	2023	2022*
Current and other assets	\$ 195,308,266	\$ 196,804,646	\$ 58,314,028	\$ 53,694,044	\$ 253,622,294	\$ 250,498,690
Capital, lease, and subscription assets	434,690,348	420,411,188	388,775,568	387,565,873	823,465,916	807,977,061
Total assets	<u>629,998,614</u>	<u>617,215,834</u>	<u>447,089,596</u>	<u>441,259,917</u>	<u>1,077,088,210</u>	<u>1,058,475,751</u>
Deferred outflows of resources	9,403,632	8,681,034	1,341,811	1,031,486	10,745,443	9,712,520
Long-term liabilities	105,570,830	85,447,508	157,122,209	165,553,863	262,693,039	251,001,371
Other liabilities	34,689,475	40,251,472	17,022,908	15,658,748	51,712,383	55,910,220
Total liabilities	<u>140,260,305</u>	<u>125,698,980</u>	<u>174,145,117</u>	<u>181,212,611</u>	<u>314,405,422</u>	<u>306,911,591</u>
Deferred inflows of resources	62,480,241	90,404,860	1,677,086	5,386,630	64,157,327	95,791,490
Net position:						
Net investment in capital assets	400,952,682	386,739,779	231,850,352	219,652,664	632,803,034	606,392,443
Restricted	47,002,287	35,584,078	2,828,344	3,124,213	49,830,631	38,708,291
Unrestricted	(11,293,269)	(12,530,829)	37,930,508	32,915,285	26,637,239	20,384,456
Total net position	<u>436,661,700</u>	<u>\$ 409,793,028</u>	<u>272,609,204</u>	<u>\$ 255,692,162</u>	<u>709,270,904</u>	<u>\$ 665,485,190</u>

*Not restated for the implementation of GASB Statement No. 96

Net position of the governmental activities increased \$26,868,672 over fiscal year 2022 balance of \$409,793,028. There was a \$14,279,230 increase in capital assets. The increase is due to construction of building and infrastructure and the implementation of GASB 96. Unearned revenue decreased by \$3,507,748 related to American Rescue Plan Act funds spent. The net pension liability increased by \$23,357,985 which was offset by pension related deferred inflows that decreased by \$27,924,619.

CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

Net position for the business-type activities increased \$16,917,042 over fiscal year 2022 of \$255,692,162. Charges for services increased \$1,689,147. Operating grants and contributions increased \$2,067,312 due to increased funding. Capital grants and contributions increased \$1,835,237. The Transit Fund saw an increase in federal operating grants related to its operations.

The largest portion of the City's net position, \$632,803,334 or 89.2% reflects its investment in capital assets less any related debt used to acquire these assets that is still outstanding. Restricted net position in the amount of \$49,830,631 or 7.0% represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position of \$26,637,239, or 3.8% may be used to meet the City's ongoing obligations to citizens and creditors.

Governmental activities. Taxes are the largest source of governmental revenues with property taxes of \$40,211,474 in 2023. Other governmental revenues included gaming \$9,846,790, local option sales taxes \$12,154,160, and charges for services \$19,957,341. In calendar year 2023, gross gaming revenues decreased 9.7% for the Dubuque Racing Associations (DRA) and the Diamond Jo increased 3.6% as compared to calendar year 2022. Gross gaming revenue for DRA was impacted by construction disruption as the property underwent redevelopment starting in Spring 2023. In calendar year 2023, the DRA showed increases of 15.6%, in sports betting revenue, hotel room revenue, food and beverage sales, entertainment sales and other revenue as compared to calendar year 2022. This resulted in calendar year 2023 total gross revenue decreasing 5.0% as compared to calendar year 2022. The current Dubuque market is approximately \$123.6 million annually in 2023 down from the \$126 million market in 2022 and up from the \$120 million market in 2019 (pre COVID). DRA share of the market was 37.8% in 2023 (impacted by construction disruption), 41.1% in 2022, 41.2% in 2021 and 41.2% in 2019. Local option sales taxes decreased based on a change in the timing of payments by the Iowa Department of Revenue.

Governmental operating expenses during 2023 totaled \$104,589,968. Public Safety increased \$1,348,141 due to additional positions being filled at the police and fire departments. Public works increased \$1,234,558 due to additional snow removal costs and street maintenance costs. Culture and recreation increased \$2,830,123 due to additional programming costs in parks and recreation, specifically noting both City pools being open in 2023. Community and economic development increased \$2,227,724 due to additional housing and grant activities. General government increased \$2,383,974 due to subscription based asset costs and an increase in payment to other agencies due to a change in private management company for the Grand River Center.

Business-type activities. Charges for services increased \$1,689,147 based on rate increases included 5% for water, 5% for sewer, 1.69% for stormwater, and a 2.6% increase for refuse in fiscal year 2023. Operating grants and contributions increased \$2,067,312 due to additional federal funding received in 2023. Operating expenses increased from \$33,935,701 in 2022 to \$37,757,629 in 2023. The increase was primarily in employee expense and supplies and services. Nonoperating expenses consist of interest expense of \$3,821,170. Investment earnings increased from \$119,466 in 2022 to \$1,571,115 in 2023.

CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

CITY OF DUBUQUE
CONDENSED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2023	2022*	2023	2022*	2023	2022*
Revenues:						
Program revenues						
Charges for services	\$ 19,957,341	\$ 22,700,982	\$ 38,792,295	\$ 37,103,148	\$ 58,749,636	\$ 59,804,130
Operating grants and contributions	18,825,358	19,956,589	4,349,167	2,281,855	23,174,525	22,238,444
Capital grants and contributions	16,280,486	4,007,842	9,279,293	7,444,056	25,559,779	11,451,898
General revenues						
Property taxes	40,211,474	39,406,493	-	-	40,211,474	39,406,493
Local option sales tax	12,154,160	12,738,941	-	-	12,154,160	12,738,941
Hotel/motel tax	3,071,858	2,915,854	-	-	3,071,858	2,915,854
Utility franchise fees	7,061,030	6,044,713	-	-	7,061,030	6,044,713
Gaming	9,846,790	12,000,140	-	-	9,846,790	12,000,140
Unrestricted investment earnings	5,674,974	(390,365)	1,571,115	119,466	7,246,089	(270,899)
Miscellaneous	2,058,660	-	435,822	-	2,494,482	-
Gain on sale of capital assets	-	244,104	57,732	(206,351)	57,732	37,753
Total revenues	<u>135,142,131</u>	<u>119,625,293</u>	<u>54,485,424</u>	<u>46,742,174</u>	<u>189,627,555</u>	<u>166,367,467</u>
Expenses:						
Public safety	31,897,099	30,548,958	-	-	31,897,099	30,548,958
Public works	23,176,938	21,942,380	-	-	23,176,938	21,942,380
Health and social services	966,542	1,003,870	-	-	966,542	1,003,870
Culture and recreation	17,282,589	14,452,466	-	-	17,282,589	14,452,466
Community and economic development	19,094,222	16,866,498	-	-	19,094,222	16,866,498
General government	9,651,738	7,267,764	-	-	9,651,738	7,267,764
Interest on long-term debt	2,520,840	2,004,709	-	-	2,520,840	2,004,709
Sewage disposal works	-	-	13,038,176	12,197,134	13,038,176	12,197,134
Water utility	-	-	8,140,552	7,212,652	8,140,552	7,212,652
Stormwater utility	-	-	6,493,098	6,047,606	6,493,098	6,047,606
Parking facilities	-	-	3,261,531	2,972,990	3,261,531	2,972,990
Refuse collection	-	-	5,599,895	4,452,838	5,599,895	4,452,838
Transit system	-	-	4,615,225	4,027,600	4,615,225	4,027,600
Salt	-	-	103,396	129,265	103,396	129,265
Total expenses	<u>104,589,968</u>	<u>94,086,645</u>	<u>41,251,873</u>	<u>37,040,085</u>	<u>145,841,841</u>	<u>131,126,730</u>
Increase in net position before transfers	30,552,163	25,538,648	13,233,551	9,702,089	43,785,714	35,240,737
Transfers	(3,683,491)	(7,430,546)	3,683,491	7,430,546	-	-
Increase in net position	<u>26,868,672</u>	<u>18,108,102</u>	<u>16,917,042</u>	<u>17,132,635</u>	<u>43,785,714</u>	<u>35,240,737</u>
Net position, beginning, as restated	409,793,028	391,684,926	255,692,162	238,559,527	665,485,190	630,244,453
Net position, ending	<u>\$ 436,661,700</u>	<u>\$ 409,793,028</u>	<u>\$ 272,609,204</u>	<u>\$ 255,692,162</u>	<u>\$ 709,270,904</u>	<u>\$ 665,485,190</u>

*Not restated for the implementation of GASB Statement No. 96

CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements.

The City's governmental funds reported a combined fund balance of \$100,515,736 at June 30, 2023. \$3,795,901 is in nonspendable for inventory, long-term receivables, and prepaid items. \$69,412 is nonspendable endowment corpus. \$45,553,740 is restricted for debt service and bond ordinance, road use tax funds, capital improvements, community development programs, employee benefits, endowments, and various grants. Council ordinance has committed \$3,769,015 for capital improvements. \$4,336,311 is assigned for capital improvements and cable equipment replacement. This leaves \$43,060,769 for unassigned fund balances in the government funds.

The General Fund's fund balance reserve goal is 20% of revenues. The fund balance of the General Fund increased by \$6,833,019 to \$51,554,442. Charges for Services increased by \$465,187, investment earnings increased by \$4,862,537, and contributions increased by \$1,160,246. These increases were offset by a decrease in gaming revenues of \$2,153,350 or 17.9% in fiscal year 2023. General Fund expenditures increased from \$67,924,133 in 2022 to \$86,919,488 in 2023. The \$18,995,355 increase was primarily due to purchases of capital assets of \$11,481,795, increase in principal payments of \$2,430,462 and increase in culture and recreation expenditures of \$2,418,139.

The fund balance of special revenue fund Tax Increment Financing increased by \$5,360,492 to \$15,952,920. Tax revenues increased by \$705,619 due to an increase in debt certified in the North Cascade Housing TIF, which increased tax revenues. Investment earnings increased by \$618,884. Tax Increment Financing transfers out decreased \$2,201,208.

The fund balance of the special revenue Community Development Fund decreased by \$690,133 to \$5,914,591. Intergovernmental revenue decreased from \$4,648,280 in 2022 to \$3,386,788 in 2023 primarily due to the decrease in Section 8 Housing related revenue.

The fund balance of the Debt Service Fund decreased by \$223,412 to a deficit of \$164,295. The Debt Service Fund paid \$4,378,537 in principal and \$2,650,791 in interest and fiscal charges during fiscal year 2023.

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The combined net position of the enterprise funds at June 30, 2023, totaled \$271,051,811 of which the unrestricted is \$36,373,115.

The Sewer Fund had an increase of \$3,665,019 for total net position of \$36,545,265. Operating expenses increased \$964,345 primarily for utilities and supplies and services. The Sewer Fund operating income from operations was \$3,327,040.

The Water Utility had an increase in net position by \$3,605,193 for total net position of \$44,141,087. There was a 5% increase in water rates in 2023.

The Storm Water Utility had an increase in net position of \$7,941,351. Ending net position is \$118,035,954. Storm Water Utility had capital contributions of \$7,585,240 which consisted of a contribution of assets from governmental funds \$391,046 and a capital grant of \$7,079,324.

**CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023**

The Parking Facilities had a decrease in net position of \$33,411. Ending net position is \$49,990,937. Parking Facilities had operating loss of \$918,664 after depreciation of \$1,095,203 for fiscal year 2023.

Other Enterprise Funds net position increased by \$1,365,895 to \$22,338,568. This was primarily due to Transit's increase of \$2,073,787 in net position which was offset by the decrease of \$685,440 in Refuse Collection.

BUDGETARY HIGHLIGHTS

There were two amendments to the City's 2022-2023 cash basis budget. The first amendment was passed in October 2022 to reflect operating and capital budget carryovers (continuing appropriation authority) from fiscal year 2022 and amended the fiscal year 2023 budget for operating and capital City Council actions since the beginning of the fiscal year. The second budget amendment was passed in May 2023 to reflect City Council actions since the first budget amendment and amendments to add additional appropriation authority due to increased revenues.

The final budget for total cash basis receipts increased by \$29,856,772. The increase was primarily attributable to revenue associated with capital projects and operating carryovers which mainly include grants to intergovernmental funds. The final budget for total expenditures increased \$115,301,373 from the original budget. The increase was primarily attributable to purchase order encumbrances carryover, capital projects, and operating carryovers from the prior year and expenditures associated with new grants received.

Actual cash basis revenues were \$38,442,762 less than the final amended budget; and, cash basis expenditures were \$135,697,859 less than the final amended budget due primarily to projected capital projects not completed by fiscal year end.

CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023

CAPITAL, LEASE AND SUBSCRIPTION ASSETS AND DEBT ADMINISTRATION

Capital, lease and subscription assets. The City's investment in capital, lease and subscription assets for its governmental and business-type activities as of June 30, 2023, amounts to \$823,465,916 (net of accumulated depreciation and amortization). This investment in capital and lease assets includes land, buildings, improvements other than buildings, machinery and equipment, infrastructure, lease assets, subscription assets, and construction in progress. Additional information on the City's assets can be found in Note 6 to the financial statements in this report.

CAPITAL, LEASE, AND SUBSCRIPTION ASSETS
(net of accumulated depreciation/amortization)

	Governmental Activities		Business-type Activities		Total	
	2023	2022*	2023	2022*	2023	2022*
Land	\$ 108,554,411	\$ 109,344,920	\$ 24,996,358	\$ 24,996,358	\$ 133,550,769	\$ 134,341,278
Buildings	147,433,210	143,501,321	157,433,288	157,433,288	304,866,498	300,934,609
Improvements other than buildings	28,773,920	28,347,112	226,502,056	191,738,459	255,275,976	220,085,571
Machinery and equipment	56,224,961	56,334,774	126,450,411	124,741,230	182,675,372	181,076,004
Infrastructure	275,039,351	272,137,258	-	-	275,039,351	272,137,258
Lease equipment	55,894	55,894	267,361	267,361	323,255	323,255
Lease real estate	208,093	208,093	10,990	10,990	219,083	219,083
Subscription assets	3,483,380	-	21,549	-	3,504,929	-
Construction in progress	17,083,741	4,048,607	16,179,533	42,436,293	33,263,274	46,484,900
Accumulated depreciation/amortization	(202,166,613)	(193,566,791)	(163,085,978)	(154,058,106)	(365,252,591)	(347,624,897)
Total assets	\$ 434,690,348	\$ 420,411,188	\$ 388,775,568	\$ 387,565,873	\$ 823,465,916	\$ 807,977,061

*Not restated for the implementation of GASB Statement No. 96

Major expenditures during 2022-2023 were for the construction work on Bee Branch Creek Railroad culverts, Ice Center remediation project, and the Northwest arterial rehab project.

Long-term debt. At year end, the City had \$239,143,838 of debt outstanding. During fiscal year 2023, the City implemented GASB 96, which resulted in increases to subscriptions payable in the amount of \$1,798,899 as of year-end.

Revenue capital loan notes have been issued for the planning and construction of sewer, stormwater, and water capital projects through the State of Iowa State Revolving Loan Funds (SRF). The City issued an additional \$1,651,152 of SRF debt in 2023. The City has pledged income derived from the acquired or constructed assets to pay debt service.

The City continues to operate under the State debt capacity limitations. The State limits the amount of general obligation debt outstanding to 5% of the assessed value of all taxable property in the community. Thus the City's debt capacity is \$259,297,290. With \$101,742,461 of debt applicable against the capacity, the City is utilizing 39.24% of this limit. Additional information on the City's long-term debt can be found in Note 7 of this report.

**CITY OF DUBUQUE, IOWA
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2023**

ECONOMIC FACTORS

The City's unemployment rate as of June 2023 was unchanged from 3.0% in October 2022. The national average was 3.6% for June 2023, according to the Bureau of Labor Statistics. State of Iowa was 2.9% as reported in June 2023.

The assessed valuation of taxable property, net of exemptions, increased by 2.34% to \$2,973,185,000. In fiscal year 2023, there was 2.6 % increase to the minimum monthly refuse rate of \$15.38, a 5% increase to sewer rate, a 5% increase to water rates, and a 1.69% increase to the storm water monthly fee (\$9.00 per single family unit (SFU)).

Rate increases included 5% for water, 5% for sewer, 1.69% for stormwater, and no increase for refuse in fiscal year 2023.

Requests for information. This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, 50 West 13th Street, Dubuque, Iowa 52001-4864.

Basic Financial Statements
Fiscal Year Ended June 30, 2023
City of Dubuque, Iowa

CITY OF DUBUQUE, IOWA
STATEMENT OF NET POSITION
JUNE 30, 2023

	Primary Government			Component Units		
	Governmental Activities	Business-type Activities	Total	Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
ASSETS						
CURRENT ASSETS						
Cash and investments	\$ 108,403,110	\$ 43,354,028	\$ 151,757,138	\$ 11,192,033	\$ 10,314,830	\$ 365,402
Receivables						
Property tax						
Delinquent	465,807	-	465,807	-	-	-
Succeeding year	26,623,300	-	26,623,300	-	-	-
Accounts and other	3,445,219	4,569,793	8,015,012	527,960	14,643	109,399
Leases	1,437,046	90,807	1,527,853	39,747	-	-
Special assessments	733,077	170,937	904,014	-	-	-
Accrued interest	815,921	321,632	1,137,553	70,903	-	-
Notes	531,262	-	531,262	-	178,369	-
Intergovernmental	5,240,908	1,915,167	7,156,075	-	-	-
Internal balances	(1,974,860)	1,974,860	-	-	-	-
Inventories	934,106	1,414,948	2,349,054	-	127,779	7,799
Prepaid items	575,541	112,469	688,010	31,330	-	2,500
Total Current Assets	147,230,437	53,924,641	201,155,078	11,861,973	10,635,621	485,100
NONCURRENT ASSETS						
Restricted cash and investments	12,460,024	3,777,185	16,237,209	5,826,770	1,575,837	289,370
Assets held for commercial development	-	-	-	-	426,419	-
Notes receivable	6,384,486	-	6,384,486	-	55,191	-
Lease receivable	29,233,319	612,202	29,845,521	-	-	-
Capital, lease and subscription assets						
Land	108,554,411	24,996,358	133,550,769	2,737,804	-	-
Buildings	147,433,210	157,433,288	304,866,498	566,523	2,500,940	265,111
Improvements other than buildings	28,773,920	226,502,056	255,275,976	21,080,570	-	27,491
Machinery and equipment	56,224,961	126,450,411	182,675,372	5,041,085	-	143,890
Infrastructure	275,039,351	-	275,039,351	-	-	-
Lease equipment	55,894	267,361	323,255	-	-	41,493
Lease real estate	208,093	10,990	219,083	-	-	-
Subscription assets	3,483,380	21,549	3,504,929	-	-	-
Construction in progress	17,083,741	16,179,533	33,263,274	-	-	-
Accumulated depreciation and amortization	(202,166,613)	(163,085,978)	(365,252,591)	(11,352,401)	-	(181,592)
Total Noncurrent Assets	482,768,177	393,164,955	875,933,132	23,900,351	4,558,387	585,763
Total Assets	\$ 629,998,614	\$ 447,089,596	\$ 1,077,088,210	\$ 35,762,324	\$ 15,194,008	\$ 1,070,863
DEFERRED OUTFLOWS OF RESOURCES						
Pension related deferred outflows	\$ 8,832,591	\$ 1,142,975	\$ 9,975,566	\$ 83,804	\$ -	\$ -
OPEB related deferred outflows	571,041	198,836	769,877	14,919	-	-
Total Deferred Outflows of Resources	\$ 9,403,632	\$ 1,341,811	\$ 10,745,443	\$ 98,723	\$ -	\$ -

CITY OF DUBUQUE, IOWA
STATEMENT OF NET POSITION (Continued)
JUNE 30, 2023

EXHIBIT 1 (continued)

	Primary Government			Component Units		
	Governmental Activities	Business-type Activities	Total	Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
LIABILITIES						
CURRENT LIABILITIES						
Accounts payable	\$ 6,956,309	\$ 3,428,442	\$ 10,384,751	\$ 359,254	\$ 107,926	\$ 318,258
Accrued payroll	870,150	154,630	1,024,780	11,992	-	56,817
Leases payable	22,354	21,833	44,187	-	-	41,334
Subscription payable	718,361	11,549	729,910	-	-	-
Loans payable	269,674	-	269,674	-	-	-
Notes payable	-	6,437,000	6,437,000	-	-	-
General obligation bonds payable	3,368,873	3,061,127	6,430,000	465,000	-	-
Revenue bonds payable	-	3,515,000	3,515,000	-	-	-
Tax increment financing bonds payable	730,000	-	730,000	-	-	-
Line of credit	-	-	-	-	2,500,000	-
Accrued compensated absences	688,647	71,677	760,324	11,779	-	14,469
Accrued interest payable	227,779	321,650	549,429	35,351	-	-
Intergovernmental payable	-	-	-	98,718	-	7,958
Unearned revenue	20,507,475	-	20,507,475	-	-	10,501
OPEB liability	329,853	-	329,853	-	-	-
Total Current Liabilities	<u>34,689,475</u>	<u>17,022,908</u>	<u>51,712,383</u>	<u>982,094</u>	<u>2,607,926</u>	<u>449,337</u>
NONCURRENT LIABILITIES						
Lease Payable	141,788	203,103	344,891	-	-	2,963
Subscription payable	1,080,538	-	1,080,538	-	-	-
Loans payable	2,940,483	-	2,940,483	-	-	-
Notes payable	-	102,084,425	102,084,425	-	-	-
General obligation bonds payable	40,345,552	24,241,864	64,587,416	6,311,101	-	-
Revenue bonds payable	-	25,581,115	25,581,115	-	-	-
Landfill closure and post-closure care	-	-	-	3,610,397	-	-
Tax increment financing bonds payable	16,255,776	-	16,255,776	-	-	-
Accrued compensated absences	6,599,148	753,951	7,353,099	215,540	-	-
Net pension liability	33,654,102	3,266,545	36,920,647	271,136	-	-
OPEB liability	4,553,443	991,206	5,544,649	89,459	-	-
Total Noncurrent Liabilities	<u>105,570,830</u>	<u>157,122,209</u>	<u>262,693,039</u>	<u>10,497,633</u>	<u>-</u>	<u>2,963</u>
Total Liabilities	<u>140,260,305</u>	<u>174,145,117</u>	<u>314,405,422</u>	<u>11,479,727</u>	<u>2,607,926</u>	<u>452,300</u>
DEFERRED INFLOWS OF RESOURCES						
Pension related deferred inflows	4,445,747	615,064	5,060,811	95,387	-	-
OPEB related deferred inflows	848,340	272,566	1,120,906	46,955	-	-
Lease related deferred inflows	30,299,378	673,281	30,972,659	35,878	-	-
Succeeding year property tax	26,623,300	-	26,623,300	-	-	-
Deferred gain on refunding	263,476	116,175	379,651	-	-	-
Total deferred inflows of resources	<u>62,480,241</u>	<u>1,677,086</u>	<u>64,157,327</u>	<u>178,220</u>	<u>-</u>	<u>-</u>
NET POSITION						
Net investment in capital assets	400,952,682	231,850,352	632,803,034	11,297,480	-	-
Restricted for/by:						
Bond ordinance development agreement	5,060,955	2,828,344	7,889,299	-	-	-
Debt service	124,192	-	124,192	-	-	-
Employee benefits	20,312	-	20,312	-	-	-
Community development	14,790,275	-	14,790,275	-	-	-
Iowa Finance Authority Trust	1,638,134	-	1,638,134	-	-	-
Capital projects	21,531,697	-	21,531,697	-	-	-
Franchise agreement	1,073,474	-	1,073,474	-	-	-
Endowments, expendable	102,047	-	102,047	-	-	-
Endowments, nonexpendable	87,869	-	87,869	-	-	-
Other	2,573,332	-	2,573,332	-	-	-
State statute	-	-	-	350,364	-	-
Landfill closure and post closure care	-	-	-	1,866,009	-	-
Minority interest	-	-	-	2,426,459	-	-
Unrestricted	(11,293,269)	37,930,508	26,637,239	8,262,788	12,586,082	618,563
Total Net Position	<u>\$ 436,661,700</u>	<u>\$ 272,609,204</u>	<u>\$ 709,270,904</u>	<u>\$ 24,203,100</u>	<u>\$ 12,586,082</u>	<u>\$ 618,563</u>

See notes to financial statements.

**CITY OF DUBUQUE, IOWA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023**

EXHIBIT 2

Functions/Programs	Program Revenues					Net (Expense) Revenue and Changes in Net Position			Component Units		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenues	Primary Government			Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
						Governmental Activities	Business-type Activities	Total			
Primary government											
Governmental Activities:											
Public safety	\$ 31,897,099	\$ 4,966,834	\$ 916,835	\$ -	\$ 5,883,669	\$ (26,013,430)	\$ -	\$ (26,013,430)			
Public works	23,176,938	5,707,265	7,441,175	11,254,259	24,402,699	1,225,761	-	1,225,761			
Health and social services	966,542	167,639	17,504	-	185,143	(781,399)	-	(781,399)			
Culture and recreation	17,282,589	3,233,591	531,783	-	3,765,374	(13,517,215)	-	(13,517,215)			
Community and economic development	19,094,222	988,475	9,697,465	160,446	10,846,386	(8,247,836)	-	(8,247,836)			
General government	9,651,738	4,893,537	220,596	4,865,781	9,979,914	328,176	-	328,176			
Interest on long-term debt	2,520,840	-	-	-	-	(2,520,840)	-	(2,520,840)			
Total governmental activities	<u>104,589,968</u>	<u>19,957,341</u>	<u>18,825,358</u>	<u>16,280,486</u>	<u>55,063,185</u>	<u>(49,526,783)</u>	<u>-</u>	<u>(49,526,783)</u>			
Business-type activities											
Sewage disposal works	13,038,176	14,835,494	-	651,479	15,486,973	-	2,448,797	2,448,797			
Water utility	8,140,552	10,802,909	-	901,195	11,704,104	-	3,563,552	3,563,552			
Stormwater utility	6,493,098	5,611,781	81,079	7,586,737	13,279,597	-	6,786,499	6,786,499			
Parking facilities	3,261,531	2,202,247	93,526	-	2,295,773	-	(965,758)	(965,758)			
Refuse collection	5,599,895	4,801,782	-	-	4,801,782	-	(798,113)	(798,113)			
Transit system	4,615,225	458,919	4,174,562	139,882	4,773,363	-	158,138	158,138			
Salt	103,396	79,163	-	-	79,163	-	(24,233)	(24,233)			
Total business-type activities	<u>41,251,873</u>	<u>38,792,295</u>	<u>4,349,167</u>	<u>9,279,293</u>	<u>52,420,755</u>	<u>-</u>	<u>11,168,882</u>	<u>11,168,882</u>			
Total primary government	<u>\$ 145,841,841</u>	<u>\$ 58,749,636</u>	<u>\$ 23,174,525</u>	<u>\$ 25,559,779</u>	<u>\$ 107,483,940</u>	<u>\$ (49,526,783)</u>	<u>\$ 11,168,882</u>	<u>\$ (38,357,901)</u>			
Component units											
Dubuque Metropolitan Area Solid Waste Agency	\$ 6,012,582	\$ 8,007,326	\$ 50,946	\$ -	\$ 8,058,272				\$ 2,045,690	\$ -	\$ -
Dubuque Initiatives and Subsidiaries	232,055	4,993	-	-	4,993				-	(227,062)	-
Dubuque Convention and Visitors Bureau	2,143,055	394,588	1,355,188	-	1,749,776				-	-	(393,279)
Total Component Units	<u>\$ 8,387,692</u>	<u>\$ 8,406,907</u>	<u>\$ 1,406,134</u>	<u>\$ -</u>	<u>\$ 9,813,041</u>				<u>2,045,690</u>	<u>(227,062)</u>	<u>(393,279)</u>
General revenues											
Property taxes						\$ 40,211,474	\$ -	\$ 40,211,474	-	-	-
Local option sales tax						12,154,160	-	12,154,160	-	-	-
Hotel motel tax						3,071,858	-	3,071,858	-	-	-
Utility franchise fees						7,061,030	-	7,061,030	-	-	-
Gaming						9,846,790	-	9,846,790	-	-	-
Unrestricted investment earnings						5,674,974	1,571,115	7,246,089	225,986	(305,313)	768
Miscellaneous						2,058,660	435,822	2,494,482	-	110,151	-
Gain (loss) on disposal of capital assets						-	57,732	57,732	9,710	-	-
Transfers						(3,683,491)	3,683,491	-	-	-	-
Total general revenues and transfers						<u>76,395,455</u>	<u>5,748,160</u>	<u>82,143,615</u>	<u>235,696</u>	<u>(195,162)</u>	<u>768</u>
Change in Net Position						26,868,672	16,917,042	43,785,714	2,281,386	(422,224)	(392,511)
Net position, beginning of year						409,793,028	255,692,162	665,485,190	21,921,714	13,008,306	1,011,074
Net position, ending of year						<u>\$ 436,661,700</u>	<u>\$ 272,609,204</u>	<u>\$ 709,270,904</u>	<u>\$ 24,203,100</u>	<u>\$ 12,586,082</u>	<u>\$ 618,563</u>

See notes to financial statements

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CITY OF DUBUQUE, IOWA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023

		Special Revenue	
	General	Tax Incremental Financing	Community Development
ASSETS			
Cash and investments	\$ 64,110,644	\$ 12,437,065	\$ 3,027,197
Receivables			
Property tax			
Delinquent	191,496	256,292	-
Succeeding year	23,866,093	-	-
Accounts and other	3,100,189	-	-
Special assessments	68,213	-	-
Accrued interest	535,533	144,562	-
Notes	2,780,505	-	2,995,085
Intergovernmental	2,386,670	-	386,721
Leases	30,670,365	-	-
Due from other funds	3,010,351	-	-
Inventories	268,191	-	80,632
Prepaid items	324,448	-	12,660
Restricted cash and investments	216,513	3,211,039	-
Total Assets	<u>131,529,211</u>	<u>16,048,958</u>	<u>6,502,295</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
LIABILITIES			
Accounts payable	2,825,426	96,038	156,624
Accrued payroll	766,801	-	13,613
Intergovernmental payable	-	-	-
Due to other funds	-	-	417,467
Unearned revenue	20,507,475	-	-
Total Liabilities	<u>24,099,702</u>	<u>96,038</u>	<u>587,704</u>
DEFERRED INFLOW OF RESOURCES			
Unavailable revenues			
Succeeding year property tax	23,866,093	-	-
Lease related deferred inflows	30,299,378	-	-
Special assessments	68,213	-	-
Grants	777,637	-	-
Other	863,746	-	-
Total Deferred Inflows of Resources	<u>55,875,067</u>	<u>-</u>	<u>-</u>
FUND BALANCES			
Nonspendable			
Endowment corpus	-	-	-
Inventory	268,191	-	80,632
Long-term notes receivable	2,557,886	-	-
Prepaid items	324,448	-	12,660
Restricted			
Endowments	-	-	-
Library	-	-	-
Police	-	-	-
Veterans	-	-	-
Debt service	-	-	-
Bond ordinance	-	2,920,215	-
Capital improvements	-	13,032,705	-
Franchise agreement	-	-	-
Special assessments	-	-	-
Iowa Finance Authority Trust	-	-	-
Community programs	-	-	6,604,724
Employee benefits	-	-	-
Committed, capital improvements	-	-	-
Assigned			
Dubuque Racing gaming/distribution	2,992,649	-	-
Cable equipment replacement	1,343,662	-	-
Unassigned	44,067,606	-	(783,425)
Total Fund Balances	<u>51,554,442</u>	<u>15,952,920</u>	<u>5,914,591</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 131,529,211</u>	<u>\$ 16,048,958</u>	<u>\$ 6,502,295</u>

See notes to financial statements.

EXHIBIT 3

Debt Service	Nonmajor Governmental Funds	Total
\$ -	\$ 20,447,411	\$ 100,022,317
828	17,191	465,807
304,738	2,452,469	26,623,300
-	151,870	3,252,059
-	664,864	733,077
-	84,219	764,314
-	1,140,158	6,915,748
-	2,433,731	5,207,122
-	-	30,670,365
-	-	3,010,351
-	499,329	848,152
-	52,755	389,863
-	9,032,472	12,460,024
<u>305,566</u>	<u>36,976,469</u>	<u>191,362,499</u>
-	2,701,876	5,779,964
-	64,321	844,735
-	-	-
164,742	2,845,609	3,427,818
-	-	20,507,475
<u>164,742</u>	<u>5,611,806</u>	<u>30,559,992</u>
304,738	2,452,469	26,623,300
-	-	30,299,378
-	652,096	720,309
-	994,083	1,771,720
381	7,937	872,064
<u>305,119</u>	<u>4,106,585</u>	<u>60,286,771</u>
-	69,412	69,412
-	499,329	848,152
-	-	2,557,886
-	52,755	389,863
-	92,132	92,132
-	1,129,237	1,129,237
-	8,885	8,885
-	201,288	201,288
59,117	-	59,117
-	-	2,920,215
-	18,135,704	31,168,409
-	585,078	585,078
-	12,768	12,768
-	1,865,003	1,865,003
-	818,494	7,423,218
-	18,978	18,978
-	3,769,015	3,769,015
-	-	2,992,649
-	-	1,343,662
(223,412)	-	43,060,769
<u>(164,295)</u>	<u>27,258,078</u>	<u>100,515,736</u>
<u>\$ 305,566</u>	<u>\$ 36,976,469</u>	<u>\$ 191,362,499</u>

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CITY OF DUBUQUE, IOWA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
JUNE 30, 2023

EXHIBIT 3-1

Total fund balances - governmental funds		100,515,736
Amounts reported for the governmental activities in the statement of net position are different because:		
Capital, lease and subscription assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Cost of capital, lease and subscription assets	636,495,632	
Accumulated depreciation	(201,856,277)	
		434,639,355
Some of the City's revenues will be collected after year-end but are not available soon enough to pay for the current period's expenditures and therefore are unavailable in the funds. Those revenues consist of:		
Special assessments	720,309	
Grants and other	2,643,784	
		3,364,093
Pension and OPEB related deferred outflows of resources and deferred inflows of resources are not due and payable in the current year and, therefore, are not reported in the government funds as follows:		
Deferred inflows of resources	(4,587,392)	
Deferred outflows of resources	9,185,103	
		4,597,711
Internal service funds are used by the City's management to charge the costs of equipment maintenance and self-insurance programs to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.		6,956,352
Internal service funds allocated to business-type activities		(1,557,393)
Some liabilities are not due and payable in the current period and therefore are not reported in the funds. Those liabilities consist of:		
General obligation bonds	(43,714,425)	
Tax increment financing bonds	(16,985,776)	
Loans payable	(3,210,157)	
Lease payable	(164,142)	
Subscription payable	(1,798,899)	
Deferred gain on debt refundings	(263,476)	
Accrued interest	(227,779)	
Compensated absences	(7,287,795)	
Net pension liability	(33,318,409)	
Total OPEB liability	(4,883,296)	
		(111,854,154)
Net position of governmental activities		436,661,700

See notes to financial statements.

CITY OF DUBUQUE, IOWA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

		Special Revenue	
	General	Tax Increment Financing	Community Development
REVENUES			
Taxes	\$ 40,475,333	\$ 12,910,158	\$ -
Special assessments	-	-	3,000
Licenses and permits	1,915,186	-	-
Intergovernmental	5,794,040	-	3,386,788
Charges for services	16,434,539	-	9,260
Fines and forfeits	369,273	-	-
Investment earnings	4,540,535	319,935	31,307
Contributions	1,875,957	522,933	33,689
Gaming	9,846,790	-	-
Miscellaneous	1,218,181	-	48,474
Total Revenues	82,469,834	13,753,026	3,512,518
EXPENDITURES			
Current			
Public safety	33,739,860	-	-
Public works	8,525,577	-	-
Health and social services	995,604	-	20,000
Culture and recreation	16,821,307	-	97,419
Community and economic development	4,794,754	2,714,639	3,424,801
General government	7,127,775	-	-
Debt service			
Principal	1,121,934	-	-
Interest and fiscal charges	55,247	-	-
Capital projects	4,043,866	-	860,431
Total Expenditures	77,225,924	2,714,639	4,402,651
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	5,243,910	11,038,387	(890,133)
OTHER FINANCING SOURCES (USES)			
Issuance of debt	811,353	-	-
Transfers in	3,091,414	-	200,000
Transfers out	(2,651,986)	(6,471,725)	-
Insurance recovery	255,138	-	-
Sale of capital assets	83,190	793,830	-
Total Other Financing Sources (Uses)	1,589,109	(5,677,895)	200,000
NET CHANGE IN FUND BALANCES	6,833,019	5,360,492	(690,133)
FUND BALANCES, BEGINNING	44,721,423	10,592,428	6,604,724
FUND BALANCES, ENDING	\$ 51,554,442	\$ 15,952,920	\$ 5,914,591

See notes to financial statements.

EXHIBIT 4

Debt Service	Governmental Funds	Total
\$ 71,770	\$ 9,039,057	\$ 62,496,318
-	115,387	118,387
-	-	1,915,186
-	21,981,542	31,162,370
-	112,033	16,555,832
-	-	369,273
87,582	520,786	5,500,145
-	110,337	2,542,916
-	-	9,846,790
-	620,664	1,887,319
<u>159,352</u>	<u>32,499,806</u>	<u>132,394,536</u>
-	8,928	33,748,788
-	9,011,452	17,537,029
-	-	1,015,604
-	247,641	17,166,367
-	8,077,503	19,011,697
-	601,094	7,728,869
4,378,537	45,371	5,545,842
2,650,791	1,025	2,707,063
-	20,385,563	25,289,860
<u>7,029,328</u>	<u>38,378,577</u>	<u>129,751,119</u>
<u>(6,869,976)</u>	<u>(5,878,771)</u>	<u>2,643,417</u>
-	-	811,353
6,646,564	654,015	10,591,993
-	(3,851,926)	(12,975,637)
-	33,526	288,664
-	39,305	916,325
<u>6,646,564</u>	<u>(3,125,080)</u>	<u>(367,302)</u>
(223,412)	(9,003,851)	2,276,115
59,117	36,261,929	98,239,621
<u>\$ (164,295)</u>	<u>\$ 27,258,078</u>	<u>\$ 100,515,736</u>

CITY OF DUBUQUE, IOWA
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023

EXHIBIT 4-1

Net change in fund balances - total governmental funds		2,276,115
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives and reported as depreciation expense. In the current period, these amounts are:		
Capital assets expended in governmental funds	23,793,645	
Transfers of capital assets to enterprise funds	(1,299,847)	
Contributions from developers	1,496,215	
Depreciation and amortization expense	<u>(10,896,810)</u>	13,093,203
In the statement of activities, only the gain or loss on the sale of capital assets is reported, whereas in the governmental funds, the entire proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balances by the book value of the asset being disposed.		
		(913,743)
Because some revenues will not be collected for several months after the City's fiscal year ends, they are not considered "available" revenues and are deferred in the governmental funds. Deferred inflows of resources increased (decreased) by these amounts this year:		
Special assessments	416,860	
Grants and other	<u>1,864,660</u>	2,281,520
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but it reduces long-term liabilities in the statement of net position and does not affect the statement of activities. Also, governmental funds report the effect of issuance discounts and premiums when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.		
Debt issuances including premium	(811,353)	
Debt repayments	<u>5,545,842</u>	4,734,489
Some items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. These items consist of:		
Increase in accrued interest	(8,329)	
Amortization of bond discount/premium	165,085	
Increase in compensated absences	(273,219)	
Deferred amount on debt refundings	37,640	
Pension adjustment	4,012,265	
OPEB adjustment	<u>(25,402)</u>	
Total additional expenses		3,908,040
Internal service funds are used by management to charge the costs of certain activities to individual funds. The change in net position of the internal service funds is reported with governmental activities.		
		<u>1,489,048</u>
Change in net position of governmental activities		<u><u>26,868,672</u></u>

See notes to financial statements.

CITY OF DUBUQUE, IOWA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2023

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
ASSETS			
CURRENT ASSETS			
Cash and investments	\$ 4,748,802	\$ 10,390,943	\$ 20,544,144
Receivables			
Accounts	2,108,456	1,307,621	691,957
Accrued interest	-	-	21,604
Intergovernmental	98,938	16,628	150,913
Leases	-	90,807	-
Due from other funds	-	-	417,467
Prepaid items	8,607	38,150	12,524
Inventories	310,509	1,084,847	-
Total Current Assets	<u>7,275,312</u>	<u>12,928,996</u>	<u>21,838,609</u>
NONCURRENT ASSETS			
Restricted cash and investments	306,236	982,230	2,080,000
Lease receivable	-	612,202	-
Capital and lease assets			
Land	254,858	209,244	21,596,104
Buildings	72,257,722	11,080,162	-
Improvements to other than buildings	54,962,047	1,702,821	163,729,530
Machinery and equipment	39,185,243	71,521,482	1,720,563
Lease equipment	267,361	-	-
Lease real estate	-	-	-
Construction in progress	4,850,695	4,822,511	4,281,742
Subscription assets	-	-	-
Accumulated depreciation and amortization	(75,203,606)	(32,403,381)	(25,276,879)
Net Capital and Lease Assets	<u>96,574,320</u>	<u>56,932,839</u>	<u>166,051,060</u>
Total Noncurrent Assets	<u>96,880,556</u>	<u>58,527,271</u>	<u>168,131,060</u>
Total Assets	<u>104,155,868</u>	<u>71,456,267</u>	<u>189,969,669</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows	238,570	270,190	93,729
OPEB related deferred outflows	18,266	40,625	6,748
Total Deferred Outflows of Resources	<u>256,836</u>	<u>310,815</u>	<u>100,477</u>

See notes to financial statements.

EXHIBIT 5

Business-type Activities-Enterprise Funds				Governmental Activities - Internal Service Funds
Parking Facilities	Other Enterprise Funds	Total		
\$ 2,142,149	\$ 5,527,990	\$ 43,354,028	\$ 8,380,793	
112,411	520,285	4,740,730	193,160	
-	1,893,563	1,915,167	33,786	
10,821	44,332	321,632	51,607	
-	-	90,807	-	
-	-	417,467	-	
10,656	42,532	112,469	185,678	
-	19,592	1,414,948	85,954	
2,276,037	8,048,294	52,367,248	8,930,978	
181,319	227,400	3,777,185	-	
-	-	612,202	-	
2,900,152	36,000	24,996,358	-	
62,216,456	11,878,948	157,433,288	-	
4,625,254	1,482,404	226,502,056	-	
2,284,678	11,738,445	126,450,411	361,329	
-	-	267,361	-	
10,990	-	10,990	-	
2,224,585	-	16,179,533	-	
-	21,549	21,549	-	
(22,304,842)	(7,897,270)	(163,085,978)	(310,336)	
51,957,273	17,260,076	388,775,568	50,993	
52,138,592	17,487,476	393,164,955	50,993	
54,414,629	25,535,770	445,532,203	8,981,971	
70,050	470,436	1,142,975	218,529	
24,256	108,941	198,836	-	
94,306	579,377	1,341,811	218,529	

CITY OF DUBUQUE, IOWA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2023

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	\$ 1,754,169	\$ 600,175	\$ 739,472
Leases Payable	21,833	-	-
Accrued payroll	30,695	40,115	11,661
General obligation bonds payable	683,736	784,451	965,883
Subscription liability	-	-	-
Revenue bonds payable	-	370,000	3,145,000
Capital loan notes payable	3,191,000	919,000	2,327,000
Accrued compensated absences - current	16,606	16,121	16,202
Accrued interest payable	107,723	41,276	159,739
Total Current Liabilities	5,805,762	2,771,138	7,364,957
NONCURRENT LIABILITIES			
Leases Payable	203,103	-	-
General obligation bonds payable	7,089,248	8,352,161	4,375,273
Revenue bonds payable	-	2,549,840	23,031,275
Capital loan notes payable	53,479,987	11,676,355	36,928,083
Accrued compensated absences	190,425	275,089	-
Net pension liability	710,119	813,408	180,757
Total OPEB liability	171,165	230,805	63,217
Total Noncurrent Liabilities	61,844,047	23,897,658	64,578,605
Total Liabilities	67,649,809	26,668,796	71,943,562
DEFERRED INFLOWS OF RESOURCES			
Pension related deferred inflows	123,440	135,262	46,446
OPEB related deferred inflows	76,260	60,857	33,738
Leases related deferred inflows	-	673,281	-
Deferred amount on refunding	17,930	87,799	10,446
Total Deferred Inflows of Resources	217,630	957,199	90,630
NET POSITION			
Net investment in capital assets	38,984,720	32,655,780	95,875,761
Restricted by bond ordinance/development agreement	-	567,025	2,080,000
Unrestricted	(2,439,455)	10,918,282	20,080,193
Total Net Position	\$ 36,545,265	\$ 44,141,087	\$ 118,035,954

Adjustment to reflect the consolidation of internal service
fund activities related to enterprise funds.

NET POSITION OF BUSINESS-TYPE ACTIVITIES

See notes to financial statements.

EXHIBIT 5

Business-type Activities-Enterprise Funds			Governmental Activities - Internal Service Funds
Parking Facilities	Other Enterprise Funds	Total	
\$ 145,064	\$ 189,562	\$ 3,428,442	\$ 1,176,345
-	-	21,833	-
9,780	62,379	154,630	25,415
574,159	52,898	3,061,127	-
-	11,549	11,549	-
-	-	3,515,000	-
-	-	6,437,000	-
1,701	21,047	71,677	-
9,592	3,320	321,650	-
740,296	340,755	17,022,908	1,201,760
-	-	203,103	-
3,426,254	998,928	24,241,864	-
-	-	25,581,115	-
-	-	102,084,425	-
15,735	272,702	753,951	-
206,580	1,355,681	3,266,545	335,693
69,181	456,838	991,206	-
3,717,750	3,084,149	157,122,209	335,693
4,458,046	3,424,904	174,145,117	1,537,453
48,125	261,791	615,064	706,695
11,827	89,884	272,566	-
-	-	673,281	-
-	-	116,175	-
59,952	351,675	1,677,086	706,695
47,909,990	16,424,101	231,850,352	50,993
181,319	-	2,828,344	-
1,899,628	5,914,467	36,373,115	6,905,359
\$ 49,990,937	\$ 22,338,568	271,051,811	\$ 6,956,352
		1,557,393	
		\$ 272,609,204	

CITY OF DUBUQUE, IOWA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
OPERATING REVENUES			
Charges for sales and services	\$ 14,835,234	\$ 10,733,853	\$ 5,572,643
Other	197,706	45,722	39,138
Total Operating Revenues	15,032,940	10,779,575	5,611,781
OPERATING EXPENSES			
Employee expense	3,932,200	2,949,429	1,282,887
Utilities	1,171,396	990,126	46,930
Repairs and maintenance	779,540	568,514	33,462
Supplies and services	2,208,371	1,840,469	1,067,161
Insurance	144,343	128,568	30,384
Depreciation	3,470,050	1,323,313	2,198,033
Total Operating Expenses	11,705,900	7,800,419	4,658,857
OPERATING INCOME (LOSS)	3,327,040	2,979,156	952,924
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental	-	-	81,079
Investment earnings	353,686	219,246	756,346
Contributions	-	-	1,497
Interest expense	(1,404,244)	(424,926)	(1,856,543)
Gain (loss) on disposal of assets	260	23,334	7,690
Net Nonoperating Revenues (Expenses)	(1,050,298)	(182,346)	(1,009,931)
INCOME (LOSS) BEFORE CAPITAL			
CONTRIBUTIONS AND TRANSFERS	2,276,742	2,796,810	(57,007)
CAPITAL CONTRIBUTIONS	1,433,526	929,580	7,585,240
TRANSFERS IN	97,635	21,687	479,065
TRANSFERS OUT	(142,884)	(142,884)	(65,947)
CHANGE IN NET POSITION	3,665,019	3,605,193	7,941,351
NET POSITION, BEGINNING	32,880,246	40,535,894	110,094,603
NET POSITION, ENDING	\$ 36,545,265	\$ 44,141,087	\$ 118,035,954

Adjustment to reflect the consolidation of internal
service fund activities related to enterprise funds

**CHANGE IN NET POSITION OF BUSINESS-TYPE
ACTIVITIES**

See notes to financial statements.

EXHIBIT 6

Business-type Activities-Enterprise Funds			Governmental Activities - Internal Service Funds
Parking Facilities	Other Enterprise Funds	Total	
\$ 2,079,471	\$ 5,330,093	\$ 38,551,294	\$ 15,013,586
167,458	60,228	510,252	106,122
<u>2,246,929</u>	<u>5,390,321</u>	<u>39,061,546</u>	<u>15,119,708</u>
832,639	5,605,274	14,602,429	940,689
306,258	135,121	2,649,831	47,733
107,856	1,076,828	2,566,200	211,240
701,345	2,372,350	8,189,696	12,158,424
122,292	112,392	537,979	110,403
1,095,203	1,124,895	9,211,494	10,756
<u>3,165,593</u>	<u>10,426,860</u>	<u>37,757,629</u>	<u>13,479,245</u>
(918,664)	(5,036,539)	1,303,917	1,640,463
-	4,324,215	4,405,294	-
55,480	141,036	1,525,794	220,150
226,064	668	228,229	-
(111,259)	(24,198)	(3,821,170)	-
-	49,294	80,578	1,430
<u>170,285</u>	<u>4,491,015</u>	<u>2,418,725</u>	<u>221,580</u>
(748,379)	(545,524)	3,722,642	1,862,043
489,415	-	10,437,761	-
280,000	2,263,281	3,141,668	-
(54,447)	(351,862)	(758,024)	-
(33,411)	1,365,895	16,544,047	1,862,043
<u>50,024,348</u>	<u>20,972,673</u>	<u>254,507,764</u>	<u>5,094,309</u>
<u>\$ 49,990,937</u>	<u>\$ 22,338,568</u>	<u>\$ 271,051,811</u>	<u>\$ 6,956,352</u>
		<u>372,995</u>	
		<u>\$ 16,917,042</u>	

CITY OF DUBUQUE, IOWA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2023

	Business-type Activities-Enterprise Funds			
	Sewage Disposal Works	Water Utility	Stormwater Utility	Parking Facilities
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	\$ 14,613,830	\$ 10,779,468	\$ 5,497,522	\$ 2,185,427
Cash payments to suppliers for goods and services	(3,843,410)	(3,612,326)	(392,388)	(1,155,201)
Cash payments to employees for services	(4,141,631)	(3,181,193)	(1,326,739)	(890,076)
Other operating receipts	197,706	45,722	39,138	167,458
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	6,826,495	4,031,671	3,817,533	307,608
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	97,635	21,687	479,065	280,000
Transfers to other funds	(142,884)	(142,884)	(65,947)	(54,447)
Payment of interfund balances	-	-	(417,467)	-
Contributions	-	-	1,497	226,064
Intergovernmental grant proceeds	-	-	178,013	-
NET CASH PROVIDED BY (USED FOR) NONCAPITAL FINANCING ACTIVITIES	(45,249)	(121,197)	175,161	451,617
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from sale of capital assets	260	23,334	7,690	-
Acquisition and construction of capital assets	(2,105,113)	(1,968,070)	(3,989,003)	(29,594)
Principal and interest received from lease receivable	-	9,780	-	-
Proceeds from issuance of debt	415,365	201,097	1,034,691	-
Payment of debt	(3,818,591)	(1,959,653)	(5,469,422)	(618,728)
Interest paid	(1,448,076)	(513,803)	(1,965,939)	(132,127)
Capital contribution	-	-	7,194,194	-
NET CASH PROVIDED (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES	(6,956,155)	(4,207,315)	(3,187,789)	(780,449)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES				
Interest received	261,425	203,680	611,475	45,176
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	86,516	(93,161)	1,416,380	23,952
CASH AND CASH EQUIVALENTS, BEGINNING	4,968,522	10,941,134	19,127,764	2,299,516
CASH AND CASH EQUIVALENTS, ENDING	\$ 5,055,038	\$ 10,847,973	\$ 20,544,144	\$ 2,323,468

See notes to financial statements.

EXHIBIT 7

Business-type Activities-Enterprise Funds		
Other Enterprise Funds	Total	Governmental Activities Internal Service Funds
\$ 5,219,173	\$ 38,295,420	\$ 14,914,590
(3,617,149)	(12,620,474)	(13,741,210)
(5,994,891)	(15,534,530)	(1,154,325)
60,228	510,252	106,122
(4,332,639)	10,650,668	125,177
2,263,281	3,141,668	-
(351,862)	(758,024)	-
-	(417,467)	-
668	228,229	-
3,580,864	3,758,877	-
5,492,951	5,953,283	-
49,294	80,578	1,430
(179,345)	(8,271,125)	-
-	9,780	-
-	1,651,153	-
(62,487)	(11,928,881)	-
(25,292)	(4,085,237)	-
-	7,194,194	-
(217,830)	(15,349,538)	1,430
96,704	1,218,460	180,475
1,039,186	2,472,873	307,082
4,716,204	42,053,140	8,073,711
\$ 5,755,390	\$ 44,526,013	\$ 8,380,793

CITY OF DUBUQUE, IOWA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2023

	Business-type Activities-Enterprise Funds			
	Sewage Disposal Works	Water Utility	Stormwater Utility	Parking Facilities
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES				
Operating income (loss)	\$ 3,327,040	\$ 2,979,156	\$ 952,924	\$ (918,664)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities				
Depreciation	3,470,050	1,323,313	2,198,033	1,095,203
Noncash lease revenue	-	(176,410)	-	-
Change in assets and liabilities				
(Increase) decrease in receivables	(221,404)	45,615	(75,121)	105,956
(Increase) decrease in inventories and prepaid items	(56,149)	(86,945)	14,962	(1,488)
Increase (decrease) in accounts payable	518,630	205,802	771,893	86,325
(Decrease) increase in accrued liabilities	(63,610)	(73,173)	(7,279)	(18,410)
Increase in net pension liability	686,772	786,585	176,061	198,858
(Increase) in deferred outflows - pension related	(70,137)	(77,803)	(56,767)	(194)
Decrease (increase) in deferred outflows - OPEB related	8,128	9,338	1,595	(10,187)
(Decrease) increase in deferred inflows - pension related	(756,667)	(867,770)	(152,779)	(240,334)
Increase (decrease) in deferred inflows - OPEB related	24,905	11,720	(1,534)	683
Increase in deferred amount on refunding	(2,241)	(27,096)	(1,306)	(2,287)
(Decrease) increase in total OPEB liability	(38,822)	(20,661)	(3,149)	12,147
Total Adjustments	<u>3,499,455</u>	<u>1,052,515</u>	<u>2,864,609</u>	<u>1,226,272</u>
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	<u>\$ 6,826,495</u>	<u>\$ 4,031,671</u>	<u>\$ 3,817,533</u>	<u>\$ 307,608</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO SPECIFIC ASSETS ON THE COMBINED STATEMENT OF NET POSITION				
Cash and investments, current and restricted	5,055,038	11,373,173	22,624,144	2,323,468
Less items not meeting the definition of cash equivalents	<u>-</u>	<u>(525,200)</u>	<u>(2,080,000)</u>	<u>-</u>
Cash and cash equivalents at end of the year	<u>5,055,038</u>	<u>10,847,973</u>	<u>20,544,144</u>	<u>2,323,468</u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Contribution of capital assets from outside sources	\$ 651,479	\$ 901,195	\$ 391,046	\$ -
Amortization of bond discount (premium)	\$ 37,351	\$ 85,464	\$ 112,947	\$ 19,302
Net acquisition of capital assets through accounts and retainage payable	\$ 654,713	\$ (328,314)	\$ (1,344,733)	\$ 24,695
Contributions of capital assets from Governmental Activities	\$ 782,047	\$ 28,385	\$ -	\$ 489,415
Acquisition of capital assets through financing arrangement	\$ -	\$ -	\$ -	\$ -

See notes to financial statements.

EXHIBIT 7
(continued)

Business-type Activities-Enterprise Funds		
Other Enterprise Funds	Total	Governmental Activities Internal Service Funds
\$ (5,036,539)	\$ 1,303,917	\$ 1,640,463
1,124,895	9,211,494	10,756
-	(176,410)	-
(110,920)	(255,874)	(98,996)
(27,184)	(156,804)	(167,708)
106,726	1,689,376	(1,045,702)
(133,897)	(296,369)	(20,645)
1,309,032	3,157,308	304,218
(54,237)	(259,138)	12,719
(60,061)	(51,187)	-
(1,518,800)	(3,536,350)	(509,928)
372	36,146	-
-	(32,930)	-
67,974	17,489	-
<u>703,900</u>	<u>9,346,751</u>	<u>(1,515,286)</u>
\$ <u>(4,332,639)</u>	\$ <u>10,650,668</u>	\$ <u>125,177</u>
5,755,390	47,131,213	8,380,793
-	(2,605,200)	-
<u>5,755,390</u>	<u>44,526,013</u>	<u>8,380,793</u>
\$ -	\$ 1,943,720	\$ -
\$ 812	\$ 255,876	\$ -
\$ (121,413)	\$ (1,115,052)	\$ -
\$ -	\$ 1,299,847	\$ -
\$ 21,549	\$ 21,549	\$ -

CITY OF DUBUQUE, IOWA
STATEMENT OF FIDUCIARY NET POSITON
CUSTODIAL FUNDS
YEAR ENDED JUNE 30, 2023

EXHIBIT 8

		<u>Custodial Funds</u>
ASSETS		
Cash and investments	\$	<u>327,398</u>
Total Assets		<u><u>327,398</u></u>
NET POSITION		
Restricted for individuals, organizations, and other governments		<u>327,398</u>
Total Net Position	\$	<u><u>327,398</u></u>

See notes to financial statements.

CITY OF DUBUQUE, IOWA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

EXHIBIT 9

		Custodial Funds
ADDITIONS		
Collections on behalf of individuals	\$	345,525
Investment earnings		9,350
Total Additions		<u>354,875</u>
DEDUCTIONS		
Payment to individuals, organization, or other agencies		<u>1,253,146</u>
Total Deductions		<u>1,253,146</u>
CHANGE IN NET POSITION		(898,271)
NET POSITION, BEGINNING		<u>1,225,669</u>
NET POSITION, ENDING	\$	<u><u>327,398</u></u>

See notes to financial statements.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

The notes to financial statements contain a summary of significant accounting policies and other notes considered necessary for an understanding of the financial statements of the City and are an integral part of this report. The index to the notes is as follows:

1. Summary of Significant Accounting Policies
2. Deficit Fund Equity
3. Cash on Hand, Deposits, and Investments
4. Notes Receivable
5. Interfund Balances and Transfers
6. Capital Assets
7. Long-Term Debt
8. Risk Management
9. Commitments and Contingent Liabilities
10. Other Postemployment Benefits (OPEB)
11. Employee Pension Plans
12. Landfill Closure and Postclosure Care
13. Leases Where City is Lessor
14. Subsequent Events
15. Prospective Accounting Pronouncements
16. Tax Abatements
17. Adoption of New Standard

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The City of Dubuque, Iowa, is a municipal corporation governed by an elected mayor and a six-member council. As required by accounting principles generally accepted in the United States of America, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The City has no blended component units. The discretely presented component units are reported in separate columns in the government-wide financial statements to emphasize that they are legally separate from the City.

Discretely Presented Component Units

The Dubuque Metropolitan Area Solid Waste Agency was created under the provisions of Chapter 28E of the Code of Iowa by the City of Dubuque and Dubuque County. The purpose of the Agency is to provide solid waste management for the Dubuque metropolitan area. The City appoints a voting majority of the Agency's governing board and has authority over those persons responsible for the day-to-day operations of the Agency. The Agency has a June 30 year end. During the year ended June 30, 2023, \$695,947 of the Dubuque Metropolitan Area Solid Waste Agency's charges for services were related to services provided to the City of Dubuque.

Dubuque Initiatives and Subsidiaries is a non-profit corporation organized under the laws of Iowa and Section 501(c)(3) of the Internal Revenue Code. The Organization was created to render service to the City Council of the City of Dubuque, Iowa, on matters of community interest. The Organization's articles require that its board members include two city council members, the mayor, and the city manager of the City of Dubuque, Iowa; and in the event of dissolution, any assets or property of the Organization be transferred to the City of Dubuque, Iowa. During the fiscal year 2008, the City of Dubuque, Iowa guaranteed debt issued by Dubuque Initiatives and Subsidiaries for the rehabilitation of the Roshek Building. The Organization has a December 31 year end.

Dubuque Convention and Visitors Bureau is a non-profit corporation organized under the laws of Iowa and Section 501(c)(3) of the Internal Revenue Code. The Organization's purpose is to strengthen the Dubuque area economy by competitively marketing the area as a destination for conventions, tour groups, sporting events and individual travelers. The Organization's articles require that its board members include one City Council member, the City of Dubuque Mayor and the City Manager. In the event of dissolution, any assets or property of the Organization shall be distributed to the City of Dubuque, Iowa after paying or making provision for the payment of all liabilities of the Corporation. The City collects hotel/motel taxes and forwards 50% to the CVB as the primary source of funds for its operations. The CVB has a June 30 year end.

Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau present their financial information in accordance with the Financial Accounting Standards Board (FASB).

Complete financial statements for the Component Units may be obtained from the City of Dubuque's Finance Department for the Dubuque Metropolitan Area Solid Waste Agency and Dubuque Area Convention and Visitors Bureau, and the Economic Development Office for Dubuque Initiatives and Subsidiaries. These offices are located at: City Hall, 50 West 13th Street, Dubuque, Iowa 52001.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions:

City of Dubuque Conference Board
Dubuque County E-911 Committee
Dubuque Drug Task Force

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services. Likewise, the *primary government* is reported separately from the legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants, contributions, and interest restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter is excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period (year-end).

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, interest, special assessments, and grants are susceptible to accrual. Sales taxes are considered measurable and available at the time the underlying transaction occurs, provided they are collected by the City within 60 days after year-end. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Tax Increment Financing Fund* is used to account for the receipt of property taxes, for the payment of projects within the tax increment financing district, and for the payment of remaining principal and interest costs on the tax increment financing districts' long-term debt service.

The *Community Development Fund* is used to account for the use of Community Development Block Grant funds as received from federal and state governmental agencies.

The *Debt Service Fund* is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in some manner for the payment.

The City reports the following major proprietary funds:

The *Sewage Disposal Works Fund* is used to account for the operations of the City's sewage disposal works and services.

The *Water Utility Fund* is used to account for the operations of the City's water facilities and services.

The *Stormwater Utility Fund* is used to account for the operations of the City's stormwater services.

The *Parking Facilities Fund* is used to account for the operations of the City-owned parking ramps and other parking facilities.

Additionally, the City reports the internal service fund type. *Internal service funds* are used to account for general, garage, stores/printing, health insurance, and worker's compensation insurance services provided by one department to other departments of the City on a cost-reimbursement basis. These funds cannot be used to support City activities.

Fiduciary funds, including the custodial funds, use the *economic resources measurement focus* and the *full accrual basis of accounting*. The City reports Custodial Funds to account for assets held by the City as an agent for the Dubuque Racing Association and assets obtained in police seizures. This fund is used to account for the resources held for improvements at the greyhound racing facility.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Eliminations of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balance

Deposits and Investments

The City's cash, investments, and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The cash balances of most City funds are pooled and invested. Interest earned on investments is recorded in the General Fund unless otherwise provided by law. Investments are stated at fair value except for the investment in the Iowa Public Agency Investment Trust and non-negotiable certificates of deposit which are valued at amortized cost.

For purposes of the Statement of Cash Flows, all short-term cash investments that are highly liquid are considered to be cash equivalents. Cash equivalents are readily convertible to known amounts of cash and, at the day of purchase, have a maturity date no longer than three months.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at year-end are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Property tax receivable is recognized in the funds on the levy or lien date, which is the date that the tax asking is certified by the City to the County Board of Supervisors.

Current year delinquent property tax receivable represents taxes collected by the County but not remitted to the City at June 30, 2023, and 2023 unpaid taxes. The succeeding year property tax receivable represents taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year.

By statute, the City is required to certify its budget to the County Auditor by March 31 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable has been recorded, the related revenue is reported as a deferred inflow of resources in both the government-wide and fund financial statements and will not be recognized as revenue until the year for which it is levied.

Property taxes are levied as of July 1 on property values assessed as of January 1 of the previous year. The tax levy is divided into two billings. The billings are due September 1 and March 1. On September 30 and March 31, the bill becomes delinquent, and penalties and interest may be assessed by the City.

Special assessment receivable represents the amounts due from individuals for work done which benefits their property. These assessments are payable by individuals in not less than ten nor more than twenty annual installments. Each annual installment with interest on the unpaid balance is due on September 30 and is subject to the same interest and penalties as the other tax.

Inventories and Prepaid Items

Inventories included in the governmental funds are valued at cost using the first-in first-out (FIFO) method. The costs of governmental fund inventories are recorded as expenditures when consumed rather than when purchased.

Inventories of materials and supplies in the enterprise funds are determined by actual count and priced on the FIFO method.

Inventories included in internal service funds are stated at cost and consist of consumable supplies. The cost of these supplies is recorded as an expense at the time they are removed from inventory for use.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The costs of governmental fund prepaids are recorded as expenditures when consumed rather than when purchased.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Restricted Assets

Certain proceeds of the City's enterprise fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. The "revenue bond operating" account is used to report resources set aside to subsidize potential deficiencies from the enterprise fund's operation that could adversely affect debt service payments. The "revenue bond sinking" account is used to segregate resources accumulated for debt service payments over the next twelve months. The "revenue bond reserve" account is used to report resources set aside to make up potential future deficiencies in the revenue bond sinking account.

Certain assets of the special revenue funds and capital project funds are classified as restricted assets because their use is limited by debt agreement, the City's cable television franchise agreement, or Iowa Finance Authority housing program agreement.

Certain assets of the Dubuque Metropolitan Area Solid Waste Agency are classified as restricted assets because their use is restricted by state statute for certain specified uses.

Capital, Lease and Subscription Assets

Capital assets, lease assets and subscription assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide statement of net position and in the proprietary funds statement of net position. Capital assets are defined by the government as assets with an initial, individual cost of more than \$100,000 for infrastructure and intangible assets, \$20,000 for building assets, and \$10,000 for the remaining assets including lease assets and subscription assets, and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repair not adding to the value of the asset or materially extending asset lives are not capitalized. All of the City's infrastructure has been recorded, including infrastructure acquired prior to June 30, 1980.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the primary government, as well as the component units, are depreciated or amortized using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	40 to 125
Improvements other than buildings	15 to 50
Machinery and equipment	2 to 30
Infrastructure and intangibles	2 to 75

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases - Lessor

The City is a lessor in leases of real estate and buildings. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide, proprietary, and governmental fund financial statements. For regulated lessor contracts, the City recognizes inflows of resources (revenues) based on the payment provisions of the lease contract.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines 1) the discount rate it uses to discount the expected lease receipts to present value 2) lease term, and 3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee. The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension and OPEB expense and contributions from the employer after the measurement date but before the end of the employer's reporting period.

Compensated Absences

The City allows employees to accumulate a limited amount of earned but unused vacation and sick pay benefits. Vacation pay is payable to employees upon retirement or termination. Sick pay is payable only upon retirement, in which event, employees with twenty years or more of service are paid 100% of their accrued sick leave balance over a five year period. All vacation pay and applicable sick pay benefits are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Leases - Lessee

The City is a lessee in leases of real estate, buildings, and equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide and proprietary financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

Key estimates and judgments related to leases include how the City determines 1) the discount rate it uses to discount the expected lease payments to present value 2) lease term, and 3) lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise. The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Subscription-based Information Technology Agreements (SBITAs)

The City is a subscriber to various information technology agreements. The City recognizes a subscription liability and an intangible right-to-use subscription asset (subscription asset) in the government-wide and proprietary financial statements.

At the commencement of a subscription, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying asset.

Key estimates and judgments related to subscriptions include how the City determines 1) the discount rate it uses to discount the expected subscription payments to present value 2) subscription term, and 3) subscription payments. The City uses the interest rate charged by the vendor as the discount rate. When the interest rate charged by the vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for subscriptions. The subscription term includes the noncancellable period of the Subscription. Subscription payments included in the measurement of the subscription liability are composed of fixed payments. The City monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with capital assets and subscription liabilities are reported with long-term debt on the statement of net position.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, and deferred amounts on refunding are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of the Iowa Public Employees' Retirement System and the Municipal Fire and Police Retirement System (Systems') and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the Systems'. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For the governmental activities, the net pension liability is generally liquidated by the General Fund, Community Development Fund, and Section VIII Housing Fund.

Total OPEB Liability

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. For the governmental activities, the total OPEB liability is generally liquidated by the General Fund, Community Development Fund, and Section VIII Housing Fund.

Deferred Inflows of Resources

Deferred inflows of resources represent a consumption of net assets that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources in the governmental fund financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources consist of property tax receivable and other receivables not collected within sixty days after year end.

Deferred inflows of resources in the Statement of Net Position consist of succeeding year property tax and tax increment financing receivable that will not be recognized as revenue until the year for which they are levied, and unrecognized items not yet charged to pension, OPEB, and lease revenue.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Position/Fund Balance

The Dubuque Metropolitan Area Solid Waste Agency's restricted net position represents outside third-party restrictions and amounts restricted for minority interest of the Agency. The Agency is restricted to using certain amounts for purposes specified by state statute. The net position restricted for minority interest is calculated at 22.7% of unrestricted net position, based on the 1976 revenue bond resolution authorizing the issuance of revenue bonds for the construction of the landfill.

In the government-wide and proprietary fund financial statements, net position is displayed in three components as follows:

- Net investment in capital assets: This consists of capital, lease and subscription assets, net of accumulated depreciation and amortization, less the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Unspent debt proceeds were \$8,532,503 for the governmental activities and \$948,842 for business-type activities.
- Restricted: This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation. Net position restricted through enabling legislation as of June 30, 2023 consists of \$124,192 for debt service and \$20,312 for employee benefits. All other restrictions are by outside parties through grants, debt agreements or donors.
- Unrestricted: This consists of net position that does not meet the definition of restricted or net investment in capital assets.

In the governmental fund financial statements, fund balances are classified as follows:

- Nonspendable: Nonspendable fund balances cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact.
- Restricted: Restricted fund balances are restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantor or state or federal laws or imposed by law through constitutional provisions or enabling legislation.
- Committed: Committed fund balances can be used only for specific purposes determined pursuant to constraints formally imposed by the City Council through resolution approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by resolution.
- Assigned: Assigned fund balances contain self-imposed constraints of the government to be used for a particular purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority. The City Council has by resolution delegated the authority to the City Manager, and Director of Finance and Budget.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- **Unassigned:** Unassigned fund balances are amounts not included in the other spendable classifications. Positive unassigned fund balance amount is only appropriate in the general fund. However in governmental funds, other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The budget guideline of the City of Dubuque maintains a General Fund working balance or operating reserve of 20% of the total General Fund operating revenue requirements. An operating reserve or working balance must be carried into a fiscal year to pay operating costs until tax money, or other anticipated revenue is received.

The State of Iowa recommends a reasonable amount for a working balance as (a) anticipated revenues for the first three months of the fiscal year, less anticipated expenditures or (b) 5% of the total General Fund operating budget, excluding fringes and tort liability expenses.

The City's rating agency, Moody's Investor Service, recommends a reserve balance of at least 10% for "A" rated cities. This is based on the fact that a large portion of the revenue sources are beyond the City's control and therefore uncertain.

None of the City's policies qualify as stabilization arrangements.

Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Required Supplementary Information.

Other Significant Accounting Policies

Other significant accounting policies are set forth in the financial statements and the notes thereto.

Implementation of GASB Statement No. 96

As of July 1, 2022 the City adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITAs). The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for SBITAs by governments. The effect on the implementation of this standard on beginning net position is disclosed in Note 17.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 – DEFICIT FUND EQUITY

The following funds had a deficit net position/fund balance amount as of June 30, 2023:

Major Governmental Fund:	
Debt Service	\$ 164,295
Internal Service Fund:	
General Service	102,948

The Debt Service Fund deficit will be addressed the next fiscal year with additional transfers to the fund. The General Service Fund deficit will be addressed during next fiscal year's reallocation of expenses.

NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS

Cash on Hand. Cash on hand represents authorized change funds and petty cash funds used for current operating purposes. The carrying amount at year-end was \$14,495 for the City and \$1,200 for the Dubuque Metropolitan Area Solid Waste Agency.

Deposits. At year-end, the City's carrying amount of deposits was \$141,568,186, and the bank balance was \$137,521,683. The City's deposits in banks at June 30, 2023, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The carrying amount of deposits for the Dubuque Metropolitan Area Solid Waste Agency was \$17,017,603 and the bank balance was \$17,299,405. The Agency's deposits in banks at June 30, 2023, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa.

Investments. As of June 30, 2023, the City had the following investments and maturities. (The City assumes callable bonds will not be called):

Investment Type	Investment Maturities (In Years)				Total
	Less Than 1	1 to 5	6 to 10	More than 10	
Money Market Funds-					
U.S. Treasury	\$ 1,840,938	\$ -	\$ -	\$ -	1,840,938
U.S. Treasury Securities	720,879	3,484,088	678,047	-	4,883,014
Federal Agency Obligations	921,472	15,022,117	478,299	3,525,609	19,947,497
Corporate Stock	67,615	-	-	-	67,615
	<u>\$ 3,550,904</u>	<u>\$ 18,506,205</u>	<u>\$ 1,156,346</u>	<u>\$ 3,525,609</u>	<u>\$ 26,739,064</u>

The City and the Dubuque Metropolitan Solid Waste Agency are authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentality's; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council or Board of Trustees and the Treasurer of the State of Iowa; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)

Corporate stock was donated in 1957 to the City to establish the Ella Lyons Peony Trail Permanent Trust Fund.

The City uses the fair value hierarchy established by generally accepted accounting principles based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets. Level 2 inputs are significant other observable inputs. Level 3 inputs are significant unobservable inputs.

All of the City's investments, except for U.S. Treasury Securities, Federal Agency Obligations, and Managed Accounts L/T CD which were valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions (Level 2 inputs), were determined using the last reported sales price at current exchange rates. (Level 1 inputs)

Interest Rate Risk. The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in instruments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City.

Credit Risk. The City's investment policy limits investments in commercial paper and other corporate debt to the top two highest classifications. The City did not invest in any commercial paper or other corporate debt during the year. The City's investments in Money Market Funds and US Agencies were rated AAA by Standard & Poor's.

Concentration of Credit Risk. The City's investment policy does not allow for a prime bankers' acceptance or commercial paper and other corporate debt balances to be greater than ten percent of its total deposits and investments. The policy also limits the amount that can be invested in a single issue to five percent of its total deposits and investments. The City held no such investments during the year.

Custodial Credit Risk - Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's deposits are entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

Custodial Credit Risk – Investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City had no custodial risk with regards to investments, since all investments were held by the City or its agent in the City's name.

Due to legal and budgetary reasons, the General Fund is assigned a portion of the investment earnings associated with other funds. These funds are the employee benefits, community development, road use tax, cable TV, general construction, transit system, general service, garage service, and stores/printing funds.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)

A reconciliation of cash and investments as shown on the government-wide statement of net position for the primary government and statement of fiduciary assets and liabilities follows:

Cash on hand	\$ 14,495
Carrying amount of deposits	141,568,186
Carrying amount of investments	26,739,064
Total	<u>\$ 168,321,745</u>

Government-wide	
Cash and investments	\$ 151,757,138
Cash and investments - restricted	16,237,209
Fiduciary	
Cash and investments	327,398
Total	<u>\$ 168,321,745</u>

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Metropolitan Solid Waste Agency follows:

Cash on hand	\$ 1,200
Carrying amount of deposits	17,017,603
Total	<u>\$ 17,018,803</u>
Cash and investments	\$ 11,192,033
Cash and investments - restricted	5,826,770
Total	<u>\$ 17,018,803</u>

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Initiatives and Subsidiaries (December 31, 2022) follows:

Deposits	\$ 10,314,830
Beneficial interest in assets held by others	1,575,837
Total	<u>\$ 11,890,667</u>
Cash and investments	\$ 10,314,830
Cash and investments-restricted	1,575,837
Total	<u>\$ 11,890,667</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Convention and Visitors Bureau (June 30, 2023) follows:

Deposits	\$ 654,772
Total	<u>\$ 654,772</u>
Cash and investments	\$ 365,402
Cash and investments-restricted	<u>289,370</u>
Total	<u>\$ 654,772</u>

NOTE 4 – NOTES RECEIVABLE

The City provides low interest and no interest loans to promote economic and community development, provide opportunities for home ownership to low- and moderate-income citizens and improve rental properties for low-income citizens. Loans may contain a forgivable portion if recipient meets specific conditions such as job creation for economic development or residency requirements community development. Loans are secured by mortgage liens against the property.

At June 30, 2023 the City had the following notes receivable.

	Original Balance	Interest Rate	Issued	Maturity	Balance	Current Portion
Downtown Rehabilitation						
Loan Program						
Judy Davison	\$ 300,000	3 %	2020	12/1/2040	\$ 284,000	\$ -
Gronen Adaptive	300,000	2	2006	5/1/2036	123,394	7,993
CARich Properties, LLC	120,000	-	2020	9/1/2030	87,000	12,000
Franklin Investments, LLC	300,000	3	2021	4/1/2041	258,000	-
HJD Landlord LLC	466,000	3	2016	4/1/2036	410,917	26,654
Interstate Building LLP	300,000	3	2010	9/22/2030	160,139	18,617
Downtown Housing Incentive						
Loan Caradco Landlord, LLC	4,500,000	3	2012	6/1/2030	2,759,754	219,618
					<u>\$ 4,083,204</u>	<u>\$ 284,882</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 4 – NOTES RECEIVABLE (continued)

	<u>Interest Rate</u>	<u>Balance</u>	<u>Current Portion</u>
Community Development Installment Loans Receivables			
Residential Rehabilitation Installment Loan Programs			
First Time Home Buyers	6 %	\$ 219,333	\$ 43,000
Local Housing Assistance Program (LHAP)	6	500	500
Homebuyers Assistance Program	6	921,056	141,000
Infill	6	24,779	3,607
RRP Reserve	-	14,760	720
Washington Neighborhood Revitalize	-	117,064	10,000
The Accessibility Rehabilitation Program (for rentals)	6	20,751	3,000
Iowa Finance Authority	-	252,249	4,000
HOME Program (1)	-	1,125,397	32,553
Historic Preservation Revolving Loan Fund/Historic Preservation		90,650	5,000
Housing Forgivable Loan Program	6	3,759	1,000
MicroLending	-	42,246	2,000
		<u>\$ 2,832,544</u>	<u>\$ 246,380</u>

(1) Principal payments deferred if one tenant is low income

At December 31, 2022, Dubuque Initiatives and Subsidiaries had the following notes receivable:

City of Dubuque, 5.00%, unsecured, matures July 2023	\$ 18,645
Various Small Businesses, 1%, unsecured, matures July 2023 (2)	274,514
Less: allowance for doubtful accounts	<u>(59,599)</u>
Total notes receivable	<u>\$ 233,560</u>

(2) The Organization offered local small businesses \$10,000 to provide bridge financing for working capital until borrower received additional funding from state, federal or local program funding related to COVID-19. There were 76 local participants that participated in this bridge loan program. Notes receivable are unsecured and due in monthly payments ranging from \$135 to \$530 beginning five months from the date of the note, including interest at 1.00%. All unpaid principal and interest due at various dates from March 2023 through June 2024.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 5 – INTERFUND BALANCES AND TRANSFERS

Interfund balances at June 30, 2023, include amounts due to/from other funds. Interfund balances are as follows:

	Due From Other Funds	Due To Other Funds
General Fund	\$ 3,010,351	\$ -
Community Development	-	417,467
Debt Service	-	164,742
Nonmajor Governmental	-	2,845,609
Stormwater Utility	417,467	-
	<u>\$ 3,427,818</u>	<u>\$ 3,427,818</u>

These balances result from a time lag between the date that 1) transactions are recorded in the accounting system, and 2) payments between funds are made.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 5 – INTERFUND BALANCES AND TRANSFERS (continued)

Interfund transfers for the year ended June 30, 2023, consisted of the following:

Transfer to	Transfers From								Total
	General	Tax Increment Financing	Nonmajor Governmental	Sewer Disposal Works	Water Utility	Stormwater Utility	Parking Facilities	Nonmajor Enterprise	
General	\$ -	\$ 467,212	\$ 2,338,434	\$ 142,884	\$ 142,884	\$ -	\$ -	\$ -	\$ 3,091,414
Community Development	-	200,000	-	-	-	-	-	-	200,000
Debt Service	404,278	4,819,908	1,156,434	-	-	-	54,447	211,497	6,646,564
Nonmajor Governmental	172,382	423,205	58,428	-	-	-	-	-	654,015
Sewage Disposal Works	31,008	-	680	-	-	65,947	-	-	97,635
Water Utility	21,687	-	-	-	-	-	-	-	21,687
Stormwater Utility	181,115	-	297,950	-	-	-	-	-	479,065
Parking Facilities	-	280,000	-	-	-	-	-	-	280,000
Nonmajor Enterprise	1,841,516	281,400	-	-	-	-	-	140,365	2,263,281
	<u>\$ 2,651,986</u>	<u>\$ 6,471,725</u>	<u>\$ 3,851,926</u>	<u>\$ 142,884</u>	<u>\$ 142,884</u>	<u>\$ 65,947</u>	<u>\$ 54,447</u>	<u>\$ 351,862</u>	<u>\$ 13,733,661</u>

Net capital assets of \$782,047, \$28,385 and \$489,415 were transferred from governmental capital assets to Sewage Disposal Works, Water Utility and Parking Facilities, respectively. The transfers were reported as a capital contribution in those funds. No amounts were reported in the governmental funds, as the amounts did not involve the transfer of financial resources.

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations, and (4) fund capital projects.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 6 – CAPITAL, LEASE AND SUBSCRIPTION ASSETS

Capital, lease and subscription asset activity for the year ended June 30, 2023, was as follows:

Primary Government:

Governmental activities:

	Beginning Balance (as restated)	Transfers In	Transfers Out	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:						
Land	\$ 109,344,921	\$ -	\$ -	\$ 42,872	\$ (833,382)	\$ 108,554,411
Construction in Progress	4,048,608	-	(1,299,847)	15,009,728	(674,748)	17,083,741
Total Capital assets, not being depreciated	113,393,529	-	(1,299,847)	15,052,600	(1,508,130)	125,638,152
Capital and lease assets, being depreciated:						
Buildings	143,501,321	-	-	4,088,449	(156,560)	147,433,210
Improvements other than buildings	28,347,112	-	-	426,808	-	28,773,920
Machinery and equipment	56,334,774	-	-	2,169,528	(2,279,341)	56,224,961
Lease equipment	55,894	-	-	-	-	55,894
Lease real estate	208,093	-	-	-	-	208,093
Subscription asset	2,110,456	-	-	1,372,924	-	3,483,380
Infrastructure	272,137,257	-	-	2,902,094	-	275,039,351
Total capital and lease assets, being depreciated	502,694,907	-	-	10,959,803	(2,435,901)	511,218,809
Less accumulated depreciation and amortization for:						
Buildings	(50,533,827)	-	-	(2,390,331)	136,604	(52,787,554)
Improvements other than buildings	(14,478,719)	-	-	(879,609)	-	(15,358,328)
Machinery and Equipment	(34,850,981)	-	-	(2,855,502)	2,171,144	(35,535,339)
Lease equipment	(33,430)	-	-	(16,847)	-	(50,277)
Lease real estate	(20,809)	-	-	(20,809)	-	(41,618)
Subscription asset	-	-	-	(784,083)	-	(784,083)
Infrastructure	(93,649,027)	-	-	(3,960,387)	-	(97,609,414)
Total accumulated depreciation and amortization	(193,566,793)	-	-	(10,907,568)	2,307,748	(202,166,613)
Total capital and lease assets, being depreciated, net	309,128,114	-	-	52,235	(128,153)	309,052,196
Governmental activities capital and lease assets, net	\$ 422,521,643	\$ -	\$ (1,299,847)	\$ 15,104,835	\$ (1,636,283)	\$ 434,690,348

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 6 – CAPITAL, LEASE AND SUBSCRIPTION ASSETS (continued)

Business-type activities:

	Beginning Balance (as restated)	Transfers In	Transfers Out	Increases	Decreases	Ending Balance
Capital and lease assets, not being depreciated:						
Land	\$ 24,996,358	\$ -	\$ -	\$ -	\$ -	\$ 24,996,358
Construction in progress	42,436,293	1,299,847	-	6,465,436	(34,022,043)	16,179,533
Total Capital and lease assets, not being depreciated	67,432,651	1,299,847	-	6,465,436	(34,022,043)	41,175,891
Capital and lease assets, being depreciated / amortized:						
Buildings	157,433,288	-	-	-	-	157,433,288
Improvements other than buildings	191,738,459	-	-	34,763,597	-	226,502,056
Machinery and equipment	124,741,230	-	-	1,892,803	(183,622)	126,450,411
Lease equipment	267,361	-	-	-	-	267,361
Lease real estate	10,990	-	-	-	-	10,990
Subscription asset	-	-	-	21,549	-	21,549
Total capital and lease assets, being depreciated / amortized	474,191,328	-	-	36,677,949	(183,622)	510,685,655
Less accumulated depreciation and amortization for:						
Buildings	(59,811,602)	-	-	(2,026,802)	-	(61,838,404)
Improvements other than buildings	(44,793,651)	-	-	(3,255,569)	-	(48,049,220)
Machinery and equipment	(49,423,235)	-	-	(3,893,220)	183,622	(53,132,833)
Lease equipment	(24,123)	-	-	(24,123)	-	(48,246)
Lease real estate	(5,495)	-	-	(5,495)	-	(10,990)
Subscription asset	-	-	-	(6,285)	-	(6,285)
Total accumulated depreciation / amortization	(154,058,106)	-	-	(9,211,494)	183,622	(163,085,978)
Total capital and lease assets, being depreciated, net	320,133,222	-	-	27,466,455	-	347,599,677
Business-type activities capital and lease assets, net	\$ 387,565,873	\$ 1,299,847	\$ -	\$ 33,931,891	\$ (34,022,043)	\$ 388,775,568

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 6 – CAPITAL, LEASE AND SUBSCRIPTION ASSETS (continued)

Depreciation and amortization expense was charged to functions/programs for the primary government as follows:

Governmental activities:	
Public safety	\$ 877,811
Public works	6,025,089
Health and social services	1,458
Culture and recreation	1,973,732
Community and economic development	163,821
General government	1,854,901
Capital assets held by the government's internal service funds are charged to various functions based on their usage of their assets	10,756
Total depreciation and amortization expense - governmental activities	<u>\$ 10,907,568</u>
Business-type activities:	
Sewage disposal works	\$ 3,470,050
Water utility	1,323,313
Stormwater utility	2,198,033
Parking facilities	1,095,203
Refuse collection	251,529
Salt	27,639
Transit system	845,727
Total depreciation and amortization expense - business-type activities	<u>\$ 9,211,494</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 6 – CAPITAL, LEASE AND SUBSCRIPTION ASSETS (continued)

Dubuque Metropolitan Area Solid Waste Agency (Component Unit):

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 2,737,804	\$ -	\$ -	\$ 2,737,804
Construction in progress	874,435	-	(874,435)	-
Total Capital assets, not being depreciated	<u>3,612,239</u>	<u>-</u>	<u>(874,435)</u>	<u>2,737,804</u>
Capital assets, being depreciated:				
Buildings	368,779	197,744	-	566,523
Improvements other than buildings	19,854,404	1,226,166	-	21,080,570
Machinery and equipment	<u>4,176,483</u>	<u>896,050</u>	<u>(31,448)</u>	<u>5,041,085</u>
Total capital assets, being depreciated	<u>24,399,666</u>	<u>2,319,960</u>	<u>(31,448)</u>	<u>26,688,178</u>
Less accumulated depreciation for:				
Buildings	(154,530)	(40,366)	-	(194,896)
Improvements other than buildings	(7,661,261)	(782,738)	20,512	(8,423,487)
Machinery and equipment	<u>(2,442,923)</u>	<u>(302,031)</u>	<u>10,936</u>	<u>(2,734,018)</u>
Total accumulated depreciation	<u>(10,258,714)</u>	<u>(1,125,135)</u>	<u>31,448</u>	<u>(11,352,401)</u>
Total capital assets, being depreciated, net	<u>14,140,952</u>	<u>1,194,825</u>	<u>-</u>	<u>15,335,777</u>
Dubuque Metropolitan Area Solid Waste, capital assets	\$ <u>17,753,191</u>	<u>1,194,825</u>	<u>(874,435)</u>	\$ <u>18,073,581</u>

Depreciation expense of \$1,125,135 was charged to the Dubuque Metropolitan Area Solid Waste Agency.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT

General Obligation Bonds. The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both governmental and business-type activities. The original amount of general obligation bonds issued in prior years was \$101,645,500. During fiscal year 2023, the City did not issue and debt.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. These bonds generally are issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. General obligation bonds outstanding at June 30, 2023, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year
Corporate Purpose Series 2016A	4/4/2016	06/01/17-06/01/35	2.00-3.75 %	\$ 2,830,000	\$ 1,900,000
Corporate Purpose Refunding Series 2016B	4/4/2016	06/01/16-06/01/28	2.00-3.00	10,920,000	1,740,000
Corporate Purpose Series 2016C	4/4/2016	06/01/17-06/01/35	2.00-3.13	4,145,000	2,835,000
Corporate Purpose Series 2017A	4/17/2017	06/01/18-06/01/30	3.00	8,495,000	2,847,584
Corporate Purpose Refunding Series 2017B	4/17/2017	06/01/18-06/01/30	3.00	9,745,500	5,465,000
Corporate Purpose Refunding Series 2017C	4/17/2017	06/01/18-06/01/30	3.00-3.45	2,120,000	1,300,000
Corporate Purpose Series 2018A	3/19/2018	06/01/18-06/01/31	3.00-4.00	4,950,000	3,259,997
Corporate Purpose Refunding Series 2018B	3/19/2018	06/01/18-06/01/26	3.00-3.15	1,005,000	410,000
Corporate Purpose Series 2019A	6/20/2019	06/01/22-06/01/39	3	2,240,000	2,105,000
Corporate Purpose Series 2019B	6/20/2019	06/20/20-06/01/27	3	860,000	440,000
Corporate Purpose Refunding Series 2019C	7/3/2019	06/01/20-06/01/32	3	4,240,000	2,855,000
Corporate Purpose Refunding Series 2021A	6/2/2021	06/01/22-06/01/41	2	27,995,000	23,795,000
Corporate Purpose Refunding Series 2021B	6/2/2021	06/01/22-06/01/36	2	12,535,000	10,755,000
Corporate Purpose Refunding Series 2022A	5/16/2022	06/01/22-06/01/42	4.00-4.125	2,345,000	2,345,000
Corporate Purpose Refunding Series 2022B	5/16/2022	06/01/22-06/01/42	4.00-4.70	7,220,000	7,220,000
				<u>\$ 101,645,500</u>	<u>\$ 69,272,581</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Annual debt service requirements to maturity for general obligation bonds are as follows:

Fiscal Year June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 3,368,873	\$ 1,165,192	\$ 3,061,127	\$ 681,944
2025	3,636,269	1,086,971	3,018,770	600,014
2026	3,616,038	999,548	2,908,939	519,489
2027	3,791,973	911,442	2,983,045	442,200
2028	3,749,566	815,947	2,995,476	361,618
2029-2033	14,805,743	2,729,985	9,726,764	819,338
2034-2038	6,108,179	1,291,845	1,756,821	78,563
2039-2043	3,585,574	390,556	159,424	6,205
Total	<u>\$ 42,662,215</u>	<u>\$ 9,391,486</u>	<u>\$ 26,610,366</u>	<u>\$ 3,509,371</u>

Tax Increment Financing Bonds. The City issues tax increment financing bonds to provide funds for urban renewal projects. The City pledges property tax revenues from the tax increment financing districts to pay debt service. These bonds are generally issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. Tax increment financing bonds outstanding at June 30, 2023, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount	Amount	Current Portion
				Originally Issued	Outstanding End of Year	
Diamond Jo Parking Ramp	10/16/2007	06/01/11-06/01/37	7.50%	\$ 23,025,000	\$ 17,080,000	\$ 730,000

Annual debt service requirements to maturity for tax increment financing bonds are as follows:

Fiscal Year June 30	Governmental Activities	
	Principal	Interest
2024	\$ 730,000	\$ 1,281,000
2025	785,000	1,226,250
2026	845,000	1,167,375
2027	910,000	1,104,000
2028	975,000	1,055,750
2029-2033	6,100,000	3,963,750
2034-2038	6,735,000	1,308,375
Total	<u>\$ 17,080,000</u>	<u>\$ 11,106,500</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Revenue Bonds. The City also issues bonds where the City pledges income derived from the acquired or constructed assets to pay debt service. These bonds are generally issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. Revenue bonds outstanding at June 30, 2023, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year
Sales Tax Incremental 2014	6/14/2014	06/01/23-06/01/29	4.00-5.00 %	\$ 7,190,000	\$ 7,075,000
Sales Tax Incremental 2015A	6/15/2015	06/01/23-06/01/31	3.25-4.00	20,800,000	18,795,000
Water Revenue Refunding Series 2021C	7/19/2021	06/01/22-06/01/30	2.00	3,505,000	2,805,000
				<u>\$ 31,495,000</u>	<u>\$ 28,675,000</u>

The City shall at all times prescribe, fix, and maintain and collect rates, fees and other charges for their services and facilities furnished by the system that are fully sufficient at all times which will (a) provide for 100% of the budgeted Operation and Maintenance Expenses and for the accumulation in the Revenue Fund of a reasonable reserve; and b) produce net revenues in each fiscal year which (1) equal at least 125% of the debt service requirement of all bonds and parity obligations then outstanding for the year of computation; (2) enable the City to make all required payments, if any, into the debt service reserve fund. For the current year, principal and interest paid and total customer net revenues (operating income, plus interest earnings, plus depreciation expense) were \$423,300 and \$4,503,361, respectively.

During the year ended June 30, 2023, the City was in compliance with the revenue bonds' provisions.

Pursuant to the Master Resolutions, approved by the City Council, Sales Tax Increment Revenues received as a result of the Flood Mitigation Program under the Award Agreement shall be applied solely for the benefit of the holders of the Series 2015A Bonds \$20,800,000, and outstanding from time to time, any other Senior Bonds, the Series 2014 Bonds, \$7,190,000 and any other second lien bonds that may be issued in the future under the Master Resolution. The bonds provide financing for costs for acquisition, construction and installation and equipping of the Bee Branch Watershed Flood Mitigation Project.

The total principal and interest remaining to be paid on all revenue bonds is \$33,417,163.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

The City issued \$7,190,000 Sales Tax Increment Revenue Bonds, June 2014 and \$20,800,000 June 2015, for the purpose of paying costs of the acquisition, construction and installation and equipping of the Bee Branch Watershed Flood Mitigation Project. The master resolution establishes a Debt Service Reserve Account that may secure one or more series of Bonds. Upon the issuance of the Series 2015A Bonds a deposit of \$2,080,000 was made into the Debt Service Reserve Account, and the Series 2015A Bonds shall be secured by amounts held in the Debt Service Reserve Account. The Series 2014 Bonds are revenue bonds secured by and payable as provided in the Master Resolution from all Pledged Revenues which are pledged under the Master Resolution to the payment of the principal and interest of the Series 2014 Bonds. There shall be no deposit made into the Debt Service Reserve Account for Series 2014 Bonds, there is no debt service reserve requirement applicable to the Series 2014 Bonds, and Series 2014 Bonds shall not be secured by any amounts held in the Debt Service Reserve Account.

The Sales Tax Increment Revenue Bonds will be paid from increased sales tax revenues paid to the City by the Iowa Department of Revenue per the Iowa Code and related regulations and the Flood Mitigation grant award program.

Revenue bond debt service requirements to maturity are as follows:

Fiscal Year	Business-type Activities	
	Principal	Interest
June 30		
2024	\$ 3,515,000	\$ 1,075,600
2025	3,655,000	943,169
2026	3,740,000	806,381
2027	3,895,000	670,019
2028	4,035,000	533,694
2029-2033	9,835,000	713,300
Total	<u>\$ 28,675,000</u>	<u>\$ 4,742,163</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Capital Loan Notes. Revenue capital loan notes have been issued for the planning and construction of sewer, stormwater, and water capital projects through the State of Iowa State Revolving Loan Funds. The City issued an additional \$57,433 of SRF debt in 2023 as part of the sanitary sewer master plan, \$26,388 for Auburn and Custer project, \$191,000 for the High Strength Waste Improvement project, \$140,544 for the Granger Creek/Twin Ridge project, \$138,430 for the Catfish Creek watershed stabilization project, \$896,261 for the Upper Bee Branch Culverts, \$5,000 for the Roosevelt Tower project, and \$196,097 for the Water Webber Extension. The City has pledged income derived from the acquired or constructed assets to pay debt service. Capital loan notes payable at June 30, 2023, are as follows:

Purpose	Date Authorized	Final Maturity Date	Interest Rates	Amount Authorized	Amount Outstanding End of Year	Current Portion
Clear Wells	10/18/2007	6/1/2028	2.00 %	\$ 1,037,000	\$ 285,000	\$ 53,000
West 32nd St. Detention Basin	1/14/2009	6/1/2028	2.00	1,847,000	573,000	107,000
North Catfish Creek Stormwater	1/13/2010	6/1/1930	2.00	800,000	339,000	44,000
North Catfish Creek Sewer	1/13/2010	6/1/1930	2.00	912,000	387,000	50,000
Water Meter Replacement	2/12/2010	6/1/1930	2.00	7,676,000	1,515,000	169,000
Water and Resource Recovery Center	8/18/2010	6/1/1939	2.00	74,285,000	50,195,000	2,693,000
Bee Branch Stormwater	10/27/2010	6/1/1941	2.00	7,850,000	5,570,000	233,000
Cogeneration	5/17/2013	6/1/1933	2.00	3,048,000	1,675,000	153,000
Meter Replacement Sewer	5/31/2013	6/1/1930	2.00	3,058,000	1,515,000	169,000
Lower Bee Branch Stormwater	2/28/2014	6/1/1933	2.00	1,029,000	185,000	17,000
Bee Branch Stormwater	4/30/2021	6/1/1937	1.43	22,138,000	18,274,083	1,210,000
CIWA Purchase	7/7/2017	6/1/1937	2.00	10,198,000	6,659,000	511,000
Roosevelt Tower	9/22/2017	6/1/1940	2.00	4,400,000	3,840,000	186,000
Kerper Blvd	3/8/2019	6/1/1938	0.75	2,992,000	2,034,538	126,000
Bee Branch Culverts	6/7/2019	6/1/1940	2.00	16,382,000	14,314,000	716,000
Catfish and Granger Creek Sanitary	3/19/2021	3/19/2024	-	350,000	349,709	-
Auburn/Custer/Center Pl/Hawthorne	3/19/2021	3/19/2024	-	160,000	58,935	-
Sanitary Sewer Master Plan	3/19/2021	3/19/2024	-	970,000	116,985	-
Granger Creek / Twin Ridge	1/7/2022	1/7/2025	-	465,000	147,821	-
Water Webber Extension	1/7/2022	1/7/2025	-	1,570,000	296,354	-
High Strength Waste	7/7/2023	7/7/2045	-	290,000	191,000	-
				<u>\$ 161,457,000</u>	<u>\$ 108,521,425</u>	<u>\$ 6,437,000</u>

On October 18, 2007 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$1.037 million. This line of credit was issued to finance the clear well improvements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2008, with the last payment in Fiscal Year 2028. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 14, 2009 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$1.847 million. This line of credit was issued to finance the West 32nd Stormwater Detention Basin improvements by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2009, with the last payment in Fiscal Year 2028. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

On January 13, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$800,000. This line of credit was issued to finance the North Catfish Creek improvements by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year 2030. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 13, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$912,000. This line of credit was issued to finance the North Catfish Creek improvements by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year 2030. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On February 12, 2010 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$7.676 million. This line of credit was issued to finance the Water Meter Replacements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year 2030. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On August 18, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$74.285 million. This line of credit was issued to finance the Water & Resource Recovery Center Renovation and the Green Alley Sponsorship Program by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2039. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On October 27, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$7.85 million. This line of credit was issued to finance the Bee Branch Creek Restoration by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2041. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On May 17, 2013 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$3.048 million. This line of credit was issued to finance the Water & Resource Recovery Center Cogeneration by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2013, with the last payment in Fiscal Year 2033. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On May 31, 2013 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$3.058 million. This line of credit was issued to finance the Meter Replacements by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2013, with the last payment in Fiscal Year 2030. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

On February 28, 2014 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$1.029 million. This line of credit was issued to finance the costs of construction storm water drainage projects and improvements, including those costs associated with the Lower Bee Branch Creek Restoration Project by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2014, with the last payment in Fiscal Year 2033. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On June 19, 2015 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$31.418 million. This line of credit was refunded on April 30, 2021 for \$22.138 million to change the type of debt from revenue debt to general obligation debt. This line of credit was issued to finance the Upper Bee Branch Creek Restoration project and Catfish Creek Sponsorship project by the Stormwater Fund. The interest rate for this line of credit is 1.43%. Annual payments began in Fiscal Year 2016, with the last payment in Fiscal Year 2037. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On July 7, 2017 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$10.198 million. This line of credit was issued to finance the purchase of the Central Iowa Water Association Water System and Improvements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2018, with the last payment in Fiscal Year 2037. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On March 8, 2019 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$2.992 million. This line of credit was issued to finance the reconstruction of the Kerper Sanitary Sewer project and the Eagle Point Park Sponsorship Project by the Sanitary Sewer Fund. The interest rate for this line of credit is 0.75%. Annual payments began in Fiscal Year 2019, with the last payment in Fiscal Year 2038. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On June 7, 2019 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$16.382 million. This line of credit was issued to finance the construction of the Bee Branch Creek Restoration Railroad Culverts project by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments will begin in Fiscal Year 2020, with the last payment in Fiscal Year 2040. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On September 22, 2017 the City entered into an agreement with the Iowa Finance Authority Drinking Water Facilities Financing Program Revolving Loan Fund for a line of credit up to \$4.4 million. This line of credit was issued to finance the Roosevelt Street water tower and water distribution improvements and the Eagle Point water treatment plant and water distribution improvements project by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments will begin in Fiscal Year 2020, with the last payment in Fiscal Year 2040. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

On March 19, 2021 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$350,000. This line of credit was issued to finance the planning and design of the Catfish and Granger Creek Sanitary Sewer projects by the Sanitary Sewer Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2024. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On March 19, 2021 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$160,000. This line of credit was issued to finance the planning and design of the Auburn and Custer/Center Place/Cooper and Maiden/Hawthorne to Fengler Sanitary Sewer projects by the Sanitary Sewer Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2024. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On March 19, 2021 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$970,000. This line of credit was issued to finance the planning and design of the Sanitary Sewer Master Plan project by the Sanitary Sewer Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2024. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 7, 2022 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$400,000. This line of credit was issued to finance the planning and design of the Sanitary Sewer 42-Inch Force Main Stabilization project by the Sanitary Sewer Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2025. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 7, 2022 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$465,000. This line of credit was issued to finance the planning and design of the Sanitary Sewer Granger Creek Interceptor Sewer Improvements project by the Sanitary Sewer Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2025. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 7, 2022 the City entered into an agreement with the Iowa Finance Authority Drinking Water Facilities Financing Program Revolving Loan Fund for a line of credit up to \$1.57 million. This line of credit was issued to finance the planning and design of the Webber Property Water Distribution System Improvements project by the Water Fund. The interest rate for this line of credit is 0%. The line of credit matures in Fiscal Year 2025. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On July 7, 2023 the City entered into an agreement with the Iowa Finance Authority Drinking Water Facilities Financing Program Revolving Loan Fund for a line of credit up to \$290,000. This line of credit was issued to finance the planning and design of the High Strength Waste Improvement project by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.0%. The line of credit matures in Fiscal Year 2046. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Annual debt service requirements to maturity for capital loan notes are as follows:

Fiscal Year	Business-type Activities	
	Principal	Interest
June 30		
2024	\$ 6,437,000	\$ 2,102,247
2025	6,612,914	1,997,030
2026	6,750,712	1,869,016
2027	6,896,387	1,742,096
2028	7,040,372	1,608,433
2029-2033	35,177,397	5,990,242
2034-2038	31,935,848	2,629,903
2039-2043	7,578,959	241,677
2044 - 2048	91,836	2,342
Total	<u>\$ 108,521,425</u>	<u>\$ 18,182,986</u>

At June 30, 2023, the City of Dubuque had \$4,229,436 of capital loan note funds available. These funds are available to the City by filing a disbursement request with the State of Iowa. The City expects to use the remaining available funds in fiscal years 2024 and 2025. The Sewer Utility revenue capital loan notes covenants include a requirement for the utility to produce net revenue of at least 110% of the current year debt service requirement.

Loans Payable. Loans payable have been issued to fund several City projects. Loans payable at June 30, 2023, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount	Amount	Current Portion
				Originally Issued	Outstanding End of Year	
Iowa Finance Authority	8/26/2011	06/01/20-06/01/30	3.0	\$ 4,500,000	\$ 2,760,157	\$ 219,674
Bowling & Beyond Inc.	10/15/2012	12/04/12-12/04/32	-	1,000,000	450,000	50,000
				<u>\$ 5,500,000</u>	<u>3,210,157</u>	<u>\$ 269,674</u>

On August 26, 2011, the City issued \$4.5 million loan. Interest is payable each December 1 and June 1 at a rate of 3.00%. Principal payments are due each December 1 and June 1 and range from \$82,922 to \$2,582,540 with final maturity in 2030.

The proceeds were used to pay costs of funding workforce housing assistance loans to private developers constructing improvements and rehabilitating historic buildings for residential and commercial use in the Greater Downtown Urban Renewal Area. The debt is owned by the Iowa Finance Authority and; therefore, constitutes a direct borrowing.

On October 15, 2012, the City terminated the leases with Bowling & Beyond Dubuque, Inc. and entered into a lease buyout agreement. The purchase price is \$1.0 million. There is no interest. Principal payments are due each July 25 in the amount of \$50,000 with final maturity in 2032. The debt is owned by Michael K. Schmidt and; therefore, constitutes a direct borrowing.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Annual debt service requirements to maturity for loans payable are as follows:

Fiscal Year June 30	Governmental Activities	
	Principal	Interest
2024	\$ 269,674	\$ 81,170
2025	276,314	74,530
2026	283,154	67,690
2027	290,202	60,642
2028	297,462	53,382
2029-2033	1,793,351	84,100
Total	<u>\$ 3,210,157</u>	<u>\$ 421,514</u>

Leases Payable. The City has entered into lease agreements for office space and equipment as a lessee. The following is a recap of leases as of June 30, 2023 in which the City is a lessee:

Purpose	Date of Issue	Maturity Dates	Discount Rate	Amount		
				Initial Liability	Outstanding End of Year	Current Portion
<i>Governmental Activities</i>						
Building Leases	7/1/2021	6/30/2031	1.57%	\$ 208,093	\$ 164,142	\$ 22,354
<i>Business-Type Activities</i>						
Building Leases	7/1/2021	7/31/2032	3.03%	\$ 267,361	\$ 224,936	\$ 21,833

Annual debt service requirements to maturity for leases payable are as follow:

Fiscal Year June 30	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 22,354	\$ 2,423	\$ 21,833	\$ 6,533
2025	22,714	2,063	22,518	5,844
2025	23,074	1,704	23,210	5,152
2026	23,438	1,339	23,923	4,439
2027	23,807	971	24,649	3,714
2028 - 2032	48,755	802	108,803	7,011
	<u>\$ 164,142</u>	<u>\$ 9,302</u>	<u>\$ 224,936</u>	<u>\$ 32,693</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Subscriptions Payable. The City has entered into subscription agreements for various computer software programs. The following is a recap of subscriptions as of June 30, 2023:

Purpose	Date of Issue	Maturity Dates	Discount Rate	Amount		
				Initial Liability	Outstanding End of Year	Current Portion
<i>Governmental Activities</i>						
Software	7/1/2022	7/1/2025	3.00%	\$ 28,262	\$ 21,138	\$ 8,891
Software	10/1/2022	9/30/2025	3.87%	22,235	14,535	7,127
Software	7/10/2022	7/9/2025	3.86%	24,865	16,255	7,971
Software	6/1/2023	5/31/2026	5.08%	128,227	86,599	40,443
Software	7/1/2022	4/30/2026	3.88%	1,884,766	980,190	480,551
Software	7/1/2022	5/11/2027	3.89%	148,802	95,043	28,838
Software	10/1/2022	9/30/2027	3.90%	350,570	301,242	66,442
Software	6/1/2023	5/31/2028	4.83%	257,194	252,379	46,580
Software	7/1/2022	11/30/2024	3.84%	76,889	31,518	31,518
				<u>\$ 2,921,810</u>	<u>\$ 1,798,899</u>	<u>\$ 718,361</u>
<i>Business-Type Activities</i>						
Software	7/1/2022	11/30/2024	3.84%	<u>\$ 76,890</u>	<u>\$ 11,549</u>	<u>\$ 11,549</u>

Annual debt service requirements to maturity for subscriptions payable are as follow:

Fiscal Year June 30	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 718,361	\$ 84,000	\$ 11,549	\$ 451
2025	723,371	42,553	-	-
2025	157,762	13,014	-	-
2026	128,565	6,256	-	-
2027	70,840	1,385	-	-
	<u>\$ 1,798,899</u>	<u>\$ 147,208</u>	<u>\$ 11,549</u>	<u>\$ 451</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Changes in Long-term Liabilities. Long-term liability activity for the year ended June 30, 2023, was as follows:

	Balance Beginning of Year (as restated)	Additions	Reductions	Balance End of Year	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 46,097,522	\$ -	\$ (3,435,307)	\$ 42,662,215	\$ 3,368,873
Unaccreted premium	1,228,633	-	(176,423)	1,052,210	-
Total general obligation bonds	47,326,155	-	(3,611,730)	43,714,425	3,368,873
Tax increment financing bonds	17,760,000	-	(680,000)	17,080,000	730,000
Unamortized discounts	(105,562)	-	11,338	(94,224)	-
Total tax increment financing bonds	17,654,438	-	(668,662)	16,985,776	730,000
Loans payable	3,473,387	-	(263,230)	3,210,157	269,674
Lease payable	208,537	-	(44,395)	164,142	22,354
Subscriptions payable	2,110,456	811,353	(1,122,910)	1,798,899	718,361
Compensated absences	7,014,576	4,362,033	(4,088,814)	7,287,795	688,647
Total governmental activities	\$ 77,787,549	\$ 5,173,386	\$ (9,799,741)	\$ 73,161,194	\$ 5,797,909
Business-type activities:					
General obligation bonds	\$ 29,730,040	\$ -	\$ (3,119,674)	\$ 26,610,366	\$ 3,061,127
Unaccreted premium	859,689	-	(156,151)	703,538	-
Unamortized discounts	(12,733)	-	1,820	(10,913)	-
Total general obligation bonds	30,576,996	-	(3,274,005)	27,302,991	3,061,127
Revenue bonds	31,155,000	-	(2,480,000)	28,675,000	3,515,000
Unaccreted premium	560,552	-	(105,754)	454,798	-
Unamortized discounts	(37,893)	-	4,210	(33,683)	-
Total revenue bonds	31,677,659	-	(2,581,544)	29,096,115	3,515,000
Notes payable	113,108,033	1,651,152	(6,237,760)	108,521,425	6,437,000
Loans payable	54,580	-	(54,580)	-	-
Lease payable	251,803	-	(26,867)	224,936	21,833
Subscriptions payable	-	21,549	(10,000)	11,549	11,549
Compensated absences	838,075	457,146	(469,593)	825,628	71,677
Total business-type activities	\$ 176,507,146	\$ 2,129,847	\$ (12,654,349)	\$ 165,982,644	\$ 13,118,186

For the governmental activities, compensated absences are generally liquidated by the General Fund, Community Development Fund, and Section VIII Housing Fund.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Legal Debt Margin Calculation.

Estimated actual value	\$ <u>5,185,945,799</u>
Debt limit - 5% of total actual valuation	259,297,290
Debt applicable to limit	<u>(93,412,875)</u>
Legal debt margin	\$ <u>165,884,415</u>

Dubuque Metropolitan Area Solid Waste Agency

General Obligation Bonds. Dubuque County, Iowa issued a general obligation landfill facilities bond to provide funds for the acquisition and construction of major capital facilities.

The Dubuque Area Metropolitan Solid Waste Agency will reimburse Dubuque County for interest and principal payments from operating revenue. These bonds generally are issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. The amount outstanding as of June 30, 2023 is as follows:

Purpose	Date of Issue	Maturity Date	Interest Rate	Amount Originally Issued	Amount Outstanding End of Year
Landfill Facility	12/30/2014	06/01/16-06/01/34	2.0 - 4.0%	\$ 4,500,000	\$ 2,900,000
Landfill Facility	12/28/2016	06/01/17-06/01/36	3.0%	5,100,000	3,710,000
				<u>\$ 9,600,000</u>	<u>\$ 6,610,000</u>

Annual debt service requirements to maturity of the general obligation bond is as follows:

Fiscal Year	Principal	Interest
June 30		
2024	\$ 465,000	\$ 198,609
2025	475,000	186,065
2026	490,000	172,965
2027	505,000	158,865
2028	520,000	144,328
2029-2033	2,860,000	480,055
2034-2036	1,295,000	74,760
Total	<u>\$ 6,610,000</u>	<u>\$ 1,415,647</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 7 – LONG-TERM DEBT (continued)

Changes in Long-Term Liabilities. Long term liability activity for the year ended June 30, 2023 is as follows:

	Balance Beginning of Year (as restated)	Additions	Reductions	Balance End of Year	Due Within One Year
General obligation bond	\$ 7,060,000	\$ -	\$ (450,000)	\$ 6,610,000	\$ 465,000
Unaccreted premium	178,958	-	(12,857)	166,101	-
Total general obligation bond	<u>\$ 7,238,958</u>	<u>\$ -</u>	<u>\$ (462,857)</u>	<u>\$ 6,776,101</u>	<u>\$ 465,000</u>

NOTE 8 – RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance purchased from independent third parties and participates in a local government risk pool. The City assumes liability for deductibles and claims in excess of coverage limitations.

The City has established a Health Insurance Reserve Fund for insuring benefits provided to City employees and covered dependents which is included in the Internal Service Fund Type. Health benefits were self-insured up to an individual stop-loss amount of \$120,000, and an aggregate stop-loss of 125% of expected claims. Coverage from a private insurance company is maintained for losses in excess of the stop-loss amount. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense.

The City has established a Workers' Compensation Reserve Fund for insuring benefits provided to City employees which is included in the Internal Service Fund Type. Coverage from a private insurance company is maintained for losses in excess of the stop-loss amount. As of May 15, 2020 the City changed workers' compensation coverage providers. Under this new agreement, the City is fully insured for all claims with the exception of sworn Police Officers and Fire Fighters medical claims. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense. The City purchases private insurance to include sworn Police Officers and Fire Fighters medical claims under a self-insured retention of \$750,000 for each accident.

All funds of the City participate in both programs and make payments to the Health Insurance Reserve Fund and the Workers' Compensation Reserve Fund based on actuarial estimates of the amounts needed to pay prior and current year claims. The claims liability of \$471,617 in the Health Insurance Reserve Fund and \$703,944 in the Workers' Compensation Reserve Fund is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 8 – RISK MANAGEMENT (continued)

Changes in reported liabilities, all of which are expected to be paid within one year of year end, for the fiscal years ended June 30, 2023 and 2022, are summarized as follows:

	Health Insurance Reserve Fund	Workers' Compensation Reserve Fund
Liabilities at June 30, 2021	\$ 1,094,417	\$ 1,079,779
Claims and changes in estimates during fiscal year 2022	7,797,669	1,114,182
Claim payments	(8,018,884)	(872,777)
Liabilities at June 30, 2022	873,202	1,321,184
Claims and changes in estimates during fiscal year 2023	7,473,136	561,620
Claim payments	(7,874,721)	(1,178,860)
Liabilities at June 30, 2023	\$ 471,617	\$ 703,944

A portion of the Workers' Compensation Reserve is reported in the General Fund.

The City is a member in the Iowa Communities Assurance Pool (Pool), as allowed by Chapter 670.7 of the Code of Iowa. The Pool is a local government risk-sharing pool whose 787 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, and boiler/machinery. The City acquires automobile physical damage coverage through the Pool. All other property, inland marine, and boiler/machinery insurance is acquired through commercial insurance. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses, and reinsurance expenses due and payable in the current year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained not to exceed 300 percent of the total current members' basis rates or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses and reinsurance premiums, all of which are due and payable in the current year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions. The City has property insurance coverage in addition to the Pool.

The City's property and casualty contributions to the risk pool are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's annual contributions to the Pool for the year ended June 30, 2023, were \$1,429,332.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 8 – RISK MANAGEMENT (continued)

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$500,000 per claim. Excess coverage is provided for claims exceeding \$500,000 under various reinsurance agreements. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location, with excess coverage reinsured on an individual-member basis.

The Pool's Iowa Risk Management Agreement with its members provides that in the event a casualty claim, property loss or series of claims exceeds the amount of risk-sharing protection provided by the member's risk-sharing certificate, or in the event that a series of casualty claims exhausts total members' equity plus any reinsurance and any excess risk-sharing recoveries, then payment of such claims shall be the obligation of the respective individual member. As of June 30, 2023, settled claims have not exceeded the risk pool or reinsurance company coverage since the Pool's inception.

Members agree to continue membership in the Pool through the Iowa Risk Management Agreement for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

NOTE 9 – COMMITMENTS AND CONTINGENT LIABILITIES

Grants

The City has received financial assistance from numerous federal and state agencies in the form of grants and entitlements. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the applicable fund. However, in the opinion of management, liabilities resulting from disallowed claims, if any, will not have a material effect on the City's financial position as of June 30, 2023.

Litigation

The City Attorney reported that various claims and lawsuits were on file against the City.

The City Attorney has estimated that all potential settlements and lawsuits against the City not covered by insurance would not materially affect the financial position of the City. The City has authority to levy additional taxes (outside the regular limit) to cover uninsured judgments against the City.

Construction Contracts

The City has recognized as a liability only that portion of construction contracts representing construction completed through June 30, 2023. The City has additional commitments for signed construction contracts of \$486,394 as of June 30, 2023. These commitments will be funded by federal and state grants, cash reserves, and bond proceeds.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description - The City operates a single-employer retiree benefit plan which provides postemployment benefits for eligible participants enrolled in the City-sponsored plans, which include the employees of the Dubuque Metropolitan Area Solid Waste Agency (a component unit). The Plan does not issue a stand-alone financial report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75. The benefits are provided in the form of:

An implicit rate subsidy where pre-65 retirees receive health insurance coverage by paying a combined retiree/active rate for the self-insured medical and prescription drug plan.

An explicit rate subsidy where the City pays the full cost of a \$1,000 policy in the fully-insured life insurance plan.

To be eligible for the health insurance coverage, retirees must be at least 55 years old, have completed 4 years of service, and be vested with either the Iowa Public Employee's Retirement System (IPERS) or the Municipal Fire and Police Retirement System of Iowa (MFPRSI). In addition to the health eligibility coverage requirements, one must have belonged to a bargaining group to be eligible for life insurance benefits. There are approximately 615 active and 40 retired members in the plan, as of most recent actuarial valuation report.

Funding Policy - The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis.

Total OPEB Liability - The City's OPEB liability of \$5,874,502 reported as of June 30, 2023 was measured as of June 30, 2023 (the measurement date), and was determined by an actuarial valuation as of June 30, 2022, which was rolled forward to June 30, 2023. The City's proportion is based on the number of employees in the plan. The City's proportion was 98.50% as of June 30, 2023.

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB Liability beginning of year	\$ 5,827,804
Changes for the year:	
Service cost	214,747
Interest	230,459
Other changes	(5,704)
Changes in experience	0
Changes in assumptions	(18,042)
Benefit payments	(374,762)
Net Changes	46,698
Total OPEB Liability end of year	\$ 5,874,502

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)

Actuarial Methods and Assumptions - The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions and the entry age normal actuarial cost method, applied to all periods included in the measurement.

Rate of inflation	
effective June 30, 2023	3.00% per annum
Rates of salary increase	4.00% per annum,
effective June 30, 2023	including inflation
Discount rate	4.13 % compounded annually,
effective June 30, 2023	including inflation
Healthcare cost trend rate	6.00% initial rate decreasing to an
effective June 30, 2023	ultimate rate of 4.50% (ultimate
	rate reached in Fiscal Year 2037)

Discount Rate - The discount rate used to measure the total OPEB liability was 4.13% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date. The rate used is the S&P Municipal Bond 20-Year High-Grade Index as of June 30, 2023.

Mortality rates are from the PubG.H-2010 Mortality Table with Mortality Improvement using Scale MP-2020. Annual retirement and termination probabilities were developed consistent with the City's experience and the IPERS and MFPRSI retirement patterns.

Projected claim costs of the medical plan are \$12,791-\$18,208 per year for retirees depending on the age of retiree. The actuarial assumptions used in the June 30, 2023 valuation were based on the results of actual experience dates study with dates corresponding to those listed above.

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate - The following presents the total OPEB Liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (3.13%) or 1% higher (5.13%) than the current discount rate.

	1% Decrease (3.13%)	Discount Rate (4.13%)	1% Increase (5.13%)
Total OPEB Liability	\$ 5,446,081	\$ 5,874,502	\$ 6,343,148

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates - The following presents the total OPEB Liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.00%) or 1% higher (7.00%) than the current healthcare cost trend rates.

	1% Decrease (5.00%)	Healthcare Cost Trend Rate (6.00%)	1% Increase (7.00%)
Total OPEB Liability	\$ 5,309,019	\$ 5,874,502	\$ 6,541,226

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)

OPEB Expense and Deferred Outflows of Resources Related to OPEB - For the year ended June 30, 2023 the City recognized OPEB expense of \$398,644. At June 30, 2023 the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Experience	\$ 217,140	\$ 147,507
Changes in Assumptions	409,814	856,767
Change in Proportion	142,923	116,632
	<u>\$ 769,877</u>	<u>\$ 1,120,906</u>

The net amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense in future periods as follows:

Year Ending June 30	Net Deferred Outflows (Inflows) of Resources
2024	\$ (42,595)
2025	(42,595)
2026	(42,595)
2027	(44,378)
2028	(67,268)
Thereafter	(111,598)
	<u>\$ (351,029)</u>

Dubuque Metropolitan Area Solid Waste Agency Specific (DMASWA) OPEB Disclosures

Total OPEB Liability- DMASWA OPEB liability of \$89,459 was measured as of June 30, 2023 was measured as of June 30, 2023 (the measurement date), and was determined by an actuarial valuation as of June 30, 2022, which was rolled forward to June 30, 2023.. The Agency's portion is based on the number of employees in the plan. The Agency's portion was 1.50% as of June 30, 2023.

	Total OPEB Liability
Total OPEB Liability beginning of year	\$ 82,958
Changes for the year:	
Service Cost	3,270
Interest	3,510
Changes in experience	0
Other Changes	5,703
Changes in assumptions	(275)
Benefit payments	(5,707)
Net Changes	<u>6,501</u>
Total OPEB Liability end of year	<u>\$ 89,459</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate- The following presents the total OPEB Liability of the DMASWA, as well as what the DMASWA's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (3.13%) or 1% higher (5.13%) than the current discount rate.

	1% Decrease (3.13%)	Discount Rate (4.13%)	1% Increase (5.13%)
Total OPEB Liability	\$ 82,935	\$ 89,459	\$ 96,596

Sensitivity of the DMASWA's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates- The following presents the total OPEB Liability of the DMASWA, as well as what the DMASWA's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.00%) or 1% higher (7.00%) than the current healthcare cost trend rates.

	1% Decrease (5.00%)	Healthcare Cost Trend Rate (6.00%)	1% Increase (7.00%)
Total OPEB Liability	\$ 80,848	\$ 89,459	\$ 99,612

OPEB Expense and Deferred Outflows of Resources Related to OPEB - For the year ended June 30, 2023 the DMASWA recognized OPEB expense of \$6,071. At June 30, 2023 the DMASWA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Experience	\$ 3,307	\$ 2,246
Changes in Assumptions	6,241	13,047
Change in Proportion	5,371	31,662
	<u>\$ 14,919</u>	<u>\$ 46,955</u>

The net amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense in future periods as follows:

Year Ending June 30	Net Deferred Outflows (Inflows) of Resources
2024	\$ (4,657)
2025	(4,657)
2026	(4,657)
2027	(4,684)
2028	(5,033)
Thereafter	(8,348)
	<u>\$ (32,036)</u>

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS

Aggregate Pension Expense

The primary government participates in two public pension systems, Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). The component unit DMASWA participates in IPERS only. The following sections outline the pension related disclosures for each pension of both entities. The aggregate increase in pension expense for the period associated with the net pension liability for all plans is \$2,114,014 for the primary government. Other aggregate amounts related to pension are separately displayed in the financial statements. See table below for breakdown between IPERS and MFPRSI:

	IPERS	MFPRSI	Total
Net Pension Liability	\$ 12,640,114	\$ 24,280,533	\$ 36,920,647
Deferred Inflows	2,824,111	2,236,700	5,060,811
Deferred Outflows	4,325,966	5,649,600	9,975,566
Pension Expense (Decrease)	(181,483)	2,295,497	2,114,014

Iowa Public Employees Retirement System IPERS

Plan Description – IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A Regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date if greater than the highest five-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with the regular November benefit payments.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2023, pursuant to the required rate, Regular members contributed 6.29% of covered payroll and the City contributed 9.44% for a total rate of 15.73%.

The City's total contributions to IPERS for the year ended June 30, 2023 were \$2,879,498. The Dubuque Metropolitan Area Solid Waste Agency's total contributions to IPERS for the year ended June 30, 2023 were \$71,555.

City Specific IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2023, the City reported a liability of \$12,640,114 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2022, the City's collective proportion was 0.318463% which was a decrease of 0.03723% from its proportion measured as of June 30, 2021. The City allocations to governmental and business-type activities according to the proportionate share of contributions in the prior year.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

For the year ended June 30, 2023, the City recognized a reduction of pension benefit of \$181,483. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 560,335	\$ 173,141
Changes of assumptions	10,725	301
Net difference between projected and actual earnings on IPERS' investments	-	1,353,084
Changes in proportion and differences between City's contributions and City's proportionate share of contributions	875,408	1,297,585
City contributions subsequent to the measurement date	<u>2,879,498</u>	<u>-</u>
Total	\$ <u>4,325,966</u>	\$ <u>2,824,111</u>

The \$2,879,498 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Net Deferred Outflows (Inflows) of Resources
2024	\$ (1,477,479)
2025	(1,046,388)
2026	(1,620,452)
2027	2,724,760
2028	41,916
	\$ <u>(1,377,643)</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate-
The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1.00% lower (6.00%) or 1.00% higher (8.00%) than the current rate.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

	1% Decrease 6.00%	Discount Rate 7.00%	1% Increase 8.00%
City's proportionate share of the net pension liability (asset):	\$ 24,055,210	\$ 12,640,114	\$ 3,090,357

Dubuque Metropolitan Area Solid Waste Agency Specific (DMASWA) IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2023, the DMASWA reported a liability of \$271,136 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The DMASWA's proportion of the net pension liability was based on the DMASWA's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2022, the DMASWA's collective proportion was 0.006831% which was an increase of 0.000545% from its proportion measured as of June 30, 2021.

For the year ended June 30, 2023, the DMASWA recognized pension expense of \$3,893. At June 30, 2023, the DMASWA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 12,019	\$ 3,714
Changes of assumptions	230	7
Net difference between projected and actual earnings on IPERS' investments	-	29,024
Net changes in proportion and differences between Agency's contributions and Agency's proportionate share of contributions	-	62,642
Agency contributions subsequent to the measurement date	71,555	-
Total	\$ 83,804	\$ 95,387

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

The \$71,555 reported as deferred outflows of resources related to pensions resulting from the Agency contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Total
2024	\$ (89,516)
2025	(63,870)
2026	(99,311)
2027	166,989
2028	2,570
	<u>\$ (83,138)</u>

Sensitivity of the Agency's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Agency's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Agency's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease 6.00%	Discount Rate 7.00%	1% Increase 8.00%
Agency's proportionate share of the net pension liability (asset):	\$ 505,159	\$ 271,136	\$ 64,897

There were no non-employer contributing entities at IPERS.

Actuarial Assumptions - The total pension liability in the June 30, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	2.60% per annum
Rates of salary increase	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term Investment rate of return	7.00% , compounded annually, net of investment expense, including inflation.
Wage Growth	3.25% per annum based on 2.60% inflation and 0.65% real wage inflation

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study covering the four-year period ending June 30, 2021 (see report dated June 16, 2022).

Mortality rates are based on the PubG-2010 Generational Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different membership groups. Future mortality improvements are anticipated using Projection Scale MP-2021. Different adjustments apply to pre-retirement, post-retirement, beneficiary and post-disability mortality tables.

The long-term expected rate of return on IPERS' was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	22.00 %	3.57%
International equity	17.50	4.79
Global smart beta equity	6.00	4.16
Core plus fixed income	20.00	1.66
Public credit	4.00	3.77
Cash	1.00	0.77
Private equity	13.00	7.57
Private real assets	8.50	3.55
Private credit	8.00	3.63
Total	100 %	

Discount Rate - The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from employees and employers will be made at the contractually required rates, which are set by the Contribution Rate Funding Policy and derived from the actuarial valuation. Based on those assumptions, the IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, actuarial assumed investment return was applied to all periods of projected benefit payments to determine the total pension liability.

IPERS' Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

Payables to IPERS - At June 30, 2023, the City reported payables to the defined benefit pension plan of \$57,234 for legally required employer contributions. There were no legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

Municipal Fire and Police Retirement System of Iowa (MFPRSI)

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, Iowa 50266 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full-service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66% of the member's average final compensation. Members who perform more than 22 years of service receive an additional 2% of the member's average final compensation for each additional year of service, up to a maximum of 8 years. Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen, plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50% surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5 year DROP period. By electing to participate in DROP, the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability benefits may be either accidental or ordinary. Accidental disability is defined as a permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60% of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50% of the member's average final compensation for those with 5 or more years of service or the member's service retirement benefit calculation amount and 25% of average final compensation for those with less than 5 years of service.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

Death benefits are similar to disability benefits. Benefits for accidental death are 50% of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40% of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50% of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions - Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2023.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1% of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa, the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 23.90% for the year ended June 30, 2023.

The City's contributions to MFPRSI for the year ended June 30, 2023 was \$3,946,616.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 – Financial Reporting for Pension Plans, (GASB 67).

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2023.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2023, the City reported a liability of \$24,280,533 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the new pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2022, the City's proportion was .043237% which was a decrease of 0.001132% from its proportions measured as of June 30, 2021. This is funded by governmental activities only.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

For the year ended June 30, 2023, the City recognized pension expense of \$2,295,497. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between expected and actual experience	\$ 1,507,772	\$ 31,218
Changes of assumptions	68,110	-
Net difference between projected and actual earnings on pension plan investments	-	287,682
Changes in proportion and differences between City contributions and proportionate share of contributions	127,102	1,917,800
City contributions subsequent to the measurement date	3,946,616	-
Total	\$ 5,649,600	\$ 2,236,700

The \$3,946,616 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Net Deferred Outflows (Inflows) of Resources
2024	\$ (474,125)
2025	(964,821)
2026	(2,187,466)
2027	3,076,417
2028	16,279
	\$ (533,716)

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

Actuarial Assumptions - The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	3.00% per annum
Rates of salary increase	3.75% to 15.11% including inflation
Investment rate of return	7.50%, net of pension plan investment expense, including inflation

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the 10-year period ending June 30, 2020.

Mortality rates were based on the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning 2017.

The long-term expected rate of return on MFPRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Broad Fixed Income	4.9%
Broad U.S. Equity	7.1
Global Equity	7.2
Broad Non-US Equity	7.4
Managed Futures	5.2
Core Real Estate	6.8
Opportunistic Real Estate	11.1
Global Infrastructure	6.9
Private Credit	10.1
Private Equity	12.1

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 11 – EMPLOYEE PENSION PLANS (continued)

Discount Rate - The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rates, actuarially determined. Based on those assumptions, MFPRSI fiduciary net position was projected to be available to make all projected future benefit payments to current active and inactive employees. Therefore, the long-term expected rate of return on MFPRSI investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the city's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1.00% lower (6.50%) or 1.00% higher (8.50%) than the current rate.

	1% Decrease -6.50%	Discount Rate -7.50%	1% Increase -8.50%
City's proportionate share of the net pension liability (asset):	\$ 43,943,238	\$ 24,280,533	\$ 7,989,713

MFPRSI Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at www.mfprsi.org.

Payables to MFPRSI - At June 30, 2023, City of Dubuque, Iowa reported payables to the defined benefit pension plan of \$78,095 for legally required employer contributions. There were no legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 12 – LANDFILL CLOSURE AND POST CLOSURE CARE

To comply with federal (40 CFR 258.74) and state regulations (IAC 113.14 (455b)), the Dubuque Metropolitan Area Solid Waste agency (DMASWA) is required to complete a closure and post-closure plan and to provide funding necessary to effect that plan, including the proper monitoring and care of the landfill after closure. Once the landfill is no longer accepting waste and is closed, the owner is responsible for maintaining the final cover, monitoring ground water and methane gas, and collecting leachate (the liquid that drains out of waste) for thirty years.

State governments are primarily responsible for implementation and enforcement of those requirements and have been given flexibility to tailor requirements to accommodate local conditions that exist. A variety of financial mechanisms can be used to demonstrate compliance with federal and state financial assurance rules. The Agency utilizes the dedicated fund mechanism, which is funded through the tipping fees it receives. The Agency files an annual report with the State to provide compliance with its legal requirements of maintaining a balance per the prescribed formula. Any adjustments to the account are made prior to June 30.

The Agency is required to estimate total landfill closure and post-closure care costs and recognize a portion of these costs each year based on the percentage of estimated total landfill capacity used that period. Estimated total costs, for closure and post-closure, would consist of four components: (1) the cost of equipment and facilities used in post-closure monitoring and care, (2) the cost of final cover (material and labor), (3) the cost of environmental monitoring of the landfill during the post-closure period and (4) the cost of any environmental cleanup required after closure. Estimated total cost is based on an engineer's estimate for these services is required to be updated annually for changes due to inflation or deflation, technology, and/or changes to applicable laws or regulations.

The Agency's estimated closure and post-closure care expected costs are as follows:

	2023
Closure	\$ 4,542,350
Post-closure care	2,649,812
Totals	<u>\$ 7,192,162</u>

The total closure and post-closure care costs for the DMASWA has been estimated at approximately \$7,192,162 as of June 30, 2023, and the portion of the liability, that has been recognized is \$3,610,397. This liability represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of cells 1, 2, 3, 4, 5, 6, 7, 8, and 36% of cell 9. The Agency has accumulated resources to fund closure and post-closure costs; they are included in assets whose use is limited on the balance sheet and total \$5,476,406 as of June 30, 2023. The Agency will recognize the remaining estimated cost of closure and post closure care of \$3,581,765 over the estimated remaining life of 16 years as the remaining capacity is filled.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 13 – LEASES WHERE CITY IS LESSOR

The City of Dubuque leases riverfront property, farm land, parking areas, and space for antennas on top of water towers. The following are the leases in effect at June 30, 2023 in which the City is a lessor:

Governmental Activities:

Lease Type	Lease Term		Discount Rate	Original Balance	Balance as of June 30, 2023	Due Within One Year	Rent Revenue	Interest Revenue
	Beginning	Ending						
Land	7/1/2021	7/1/2055	1.58 % - 3.57%	\$ 23,120,733	\$ 21,041,016	\$ 1,084,868	\$ 1,221,381	\$ 724,443
Building	7/1/2021	6/30/2056	1.72% - 3.57%	10,171,479	9,457,308	343,941	491,616	336,941
Other	7/1/2021	11/30/2038	3.4	194,951	172,041	8,237	11,422	5,943
				\$ 33,487,163	\$ 30,670,365	\$ 1,437,046	\$ 1,724,419	\$ 1,067,327

In the governmental activities the lease term for the various leases began on July 1, 2021, with the exception of one land lease in the amount of \$93,505 that was entered into in January 2022. The lease term for the lease arrangements end at various dates through June 30, 2056.

The most significant lease is the lease of the greyhound racing and gambling facility and related parking areas to the Dubuque Racing Association (DRA). The DRA lease amount is based on the association's gross gambling receipts. Total rent related to this variable lease was \$6,607,531.

The City recognized revenue of \$884,913 for payments from regulated leases not previously included in the above schedules. The following is a schedule of the future minimum payments under regulated leases:

Year Ending	Total to be paid
6/30/2024	\$ 795,044
6/30/2025	485,798
6/30/2026	317,360
6/30/2027	287,489
6/30/2028	287,489
Thereafter	6,562,748
	<u>\$ 8,735,928</u>

Business-Type Activities:

Lease Type	Lease Term		Discount Rate	Original Balance	Balance as of June 30, 2023	Due Within One Year	Rent Revenue	Interest Revenue
	Beginning	Ending						
Land	7/1/2021	2/28/2038	1.85% - 3.39%	\$ 889,248	\$ 703,009	\$ 90,807	\$ 155,269	\$ 24,343
Building	7/1/2021	6/30/2023	1.74%	131,606	-	-	65,803	544
				\$ 1,020,854	\$ 703,009	\$ 90,807	\$ 221,072	\$ 24,887

In the business-type activities, the lease term for the various leases began on July 1, 2021, with the exception of one land lease in the amount of \$131,587 that was entered into in November 2021. The lease term for the lease arrangements end at various dates through February 28, 2038.

Dubuque Metropolitan Area Solid Waste Agency (Component Unit):

The Agency is a lessor in one land lease that matures in April 2024. The initial lease arrangement was for \$129,470 in which \$39,747 is outstanding as of June 30, 2023. The current portion is \$39,747. Rent and interest revenue on the lease for the year ending June 30, 2023 was \$46,796 and \$1,087, respectively. The discount rate is 1.91%.

NOTE 14 – SUBSEQUENT EVENTS

On September 18, 2023, a public hearing was held on a \$1,000,000 Sewer Revenue Capital Loan Anticipation Project SRF Note. The loan funds will be used to pay costs of the planning and design of the improvements to various elements of the existing Cedar Street Lift Station, Terminal Street Lift Station, and the associated force mains between the two and to the City's public wastewater treatment facility. The Sewer Revenue Capital Loan Anticipation Project Notes will have an interest rate of 0 percent per annum for up to three years and have not been issued.

On September 18, 2023, a public hearing was held on a \$430,000 Sewer Revenue Capital Loan Anticipation Project SRF Note. The loan funds will be used to pay costs of planning and design of the improvements on Laurel Street, on Grove Terrace, on other streets as determined necessary, and the inspection and condition assessment of other aging sewer infrastructure. The State Revolving Capital Loan Notes will have an interest rate of 0 percent per annum for up to three years and have not been issued.

NOTE 15 – PROSPECTIVE ACCOUNTING PRONOUNCEMENTS

The Governmental Accounting Standards Board (GASB) has issued statements not yet implemented by the City. The statements which might impact the City are as follows:

GASB Statement No. 99, *Omnibus 2022* will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. Consistent authoritative literature enables governments and other stakeholders to more easily locate and apply the correct accounting and financial reporting provisions, which improves the consistency with which such provisions are applied. The comparability of financial statements also will improve as a result of this Statement. Better consistency and comparability improve the usefulness of information for users of state and local government financial statements. The statement will be effective for the City at various times between upon issuance and with its year ending June 30, 2025.

GASB Statement No. 100, *Accounting Changes and Error Corrections* will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. In addition, the display and note disclosure requirements will result in more consistent, decision useful, understandable, and comprehensive information for users about accounting changes and error corrections. The statement will be effective for the City with its year ending June 30, 2025.

GASB Statement No. 101, *Compensated Absences* will through its unified recognition and remeasurement model, result in a liability for compensated absences that more appropriately reflects when a government incurs an obligation. In addition, the model can be applied consistently to any type of compensated absence and will eliminate potential comparability issues between governments that offer different types of leave. The model also will result in a more robust estimate of the amount of compensated absences that a government will pay or settle, which will enhance the relevance and reliability of information about the liability for compensated absences. The statement will be effective for the City with its year ending June 30, 2025.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 15 – PROSPECTIVE ACCOUNTING PRONOUNCEMENTS (continued)

GASB Statement No. 102, *Certain Risk Disclosures* will improve financial reporting by providing users of financial statements with essential information that currently is not often provided. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. The statement will be effective for the City with its year ending June 30, 2025.

GASB Statement No. 103, *Financial Reporting Model Improvements* will improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This statement also addresses certain application issues. The statement will be effective for the City with its year ending June 30, 2025.

The City's management has not yet determined the effect these statements will have on the City's financial statements.

NOTE 16 – TAX ABATEMENTS

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapter 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as a part of these agreements.

For the year ended June 30, 2023, the City abated \$12,802,251 of property tax under the urban renewal and economic development projects.

CITY OF DUBUQUE, IOWA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 17 – ADOPTION OF NEW STANDARD

As of July 1, 2022 the City adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA). The objective of this Statement is to better meet the information of financial statement users by improving accounting and financial reporting for SBITAs by governments. The City restated the following balances as of July 1, 2022:

	<u>Subscription Assets</u>	<u>Subscription Payable</u>
Governmental Activities	<u>\$ 2,110,456</u>	<u>\$ 2,110,456</u>

The effect of implementing this Statement did not result in a restatement of beginning net position/fund balance as the city did not have SBITAs under previous guidance.

Required Supplementary Information
June 30, 2023
City of Dubuque, Iowa

CITY OF DUBUQUE, IOWA
SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN
BALANCES - BUDGET AND ACTUAL (BUDGETARY BASIS)
GOVERNMENTAL AND ENTERPRISE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

		Budgeted Amounts		Final to Actual
	Actual	Original	Final	Variance
RECEIPTS				
Property tax	\$ 26,230,795	\$ 25,574,621	\$ 25,574,621	\$ 656,174
Tax increment financing	12,802,251	12,965,223	12,965,223	(162,972)
Other City tax	22,998,721	23,115,778	23,115,778	(117,057)
Licenses and permits	1,971,587	2,030,903	2,030,903	(59,316)
Use of money and property	18,862,137	17,047,376	17,083,716	1,778,421
Intergovernmental	40,864,979	49,737,162	77,063,519	(36,198,540)
Charges for fees and service	43,780,650	51,581,648	51,581,648	(7,800,998)
Special assessments	235,024	184,524	184,524	50,500
Miscellaneous	14,591,524	8,686,423	11,180,498	3,411,026
Total Receipts	182,337,668	190,923,658	220,780,430	(38,442,762)
EXPENDITURES				
Public safety	34,247,064	34,578,299	35,575,411	1,328,347
Public works	15,349,486	14,734,385	17,677,774	2,328,288
Health and social services	992,669	1,071,888	1,087,591	94,922
Culture and recreation	15,060,300	15,151,001	18,560,902	3,500,602
Community and economic development	16,122,859	16,743,027	16,499,815	376,956
General government	13,007,080	12,657,367	14,393,111	1,386,031
Debt service	8,944,963	11,764,376	11,764,376	2,819,413
Capital projects	31,939,806	47,526,473	127,146,356	95,206,550
Business-type activities	65,156,356	66,990,253	93,813,106	28,656,750
Total Expenditures	200,820,583	221,217,069	336,518,442	135,697,859
EXCESS (DEFICIENCY) OF RECEIPTS				
OVER (UNDER) EXPENDITURES	(18,482,915)	(30,293,411)	(115,738,012)	97,255,097
OTHER FINANCING SOURCES, NET				
	1,651,152	17,845,215	25,624,757	(23,973,605)
EXCESS DEFICIENCY OF RECEIPTS AND				
OTHER FINANCING SOURCES OVER				
(UNDER) EXPENDITURES AND				
OTHER FINANCING USES	(16,831,763)	(12,448,196)	(90,113,255)	73,281,492
BALANCE, BEGINNING OF YEAR				
	156,174,168	83,973,157	179,887,926	156,174,168
BALANCE, ENDING OF YEAR				
	\$ 139,342,405	\$ 71,524,961	\$ 89,774,671	\$ 229,455,660

See Notes to Required Supplementary Information.

CITY OF DUBUQUE, IOWA

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION – BUDGETARY REPORTING FOR THE YEAR ENDED JUNE 30, 2023

The budgetary comparison is presented as Required Supplementary Information in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

The Code of Iowa requires the adoption of an annual budget by the City Council on or before March 31 of each year which becomes effective July 1 and constitutes the appropriation for each function specified therein until amended. The legal level of control (the level on which expenditures may not legally exceed appropriations) is the function level for the City as a whole, rather than at the fund or fund type level. The internal service fund or custodial fund activity is not included in the adopted budget.

The City's budget is prepared on the cash basis of accounting with an adjustment for accrued payroll following required public notice and hearings. After the initial annual budget is adopted, it may be amended for specified purposes. Budget amendments must be prepared and adopted in the same manner as the original budget. Management is not authorized to amend the budget or to make budgetary transfers between functions without the approval of the City Council. Management may make budgeting transfers between funds as long as the transfers are within the same function. The City has adopted a policy relative to budgetary control and amendment which provides for control at the line-item level and review of the current year's budget at the time the next year's budget is prepared. This usually results in amending the appropriations of all functions to adjust to current conditions. Supplemental appropriations are only provided when unanticipated revenues or budget surpluses become available. Appropriations as adopted lapse at the end of the fiscal year.

The budget for the fiscal year ended June 30, 2023, was amended two times during the year to allow the City to increase function expenditures by \$115,301,373 primarily for the carry-forward of unfinished capital improvement projects. During the year ended June 30, 2023, no functional expenses exceeded the budgeted amount.

The following is a reconciliation of the budgetary basis to the modified accrual basis of accounting:

				Governmental	Enterprise	
	Budgetary	Accrual	Modified	Funds	Funds	
	Basis	Adjustments	Accrual/Accrual	Modified	Accrual	Total
			Basis	Accrual Basis	Basis	
Receipts/Revenue	\$ 182,337,668	\$ (4,641,691)	\$ 177,695,977	\$ 132,394,536	\$ 45,301,441	\$ 177,695,977
Expenditures/Expenses	200,820,583	(19,797,101)	181,023,482	129,751,119	41,578,799	171,329,918
Deficiency of Receipts/Revenue						
Under Expenditures/Expenses	(18,482,915)	15,155,410	(3,327,505)	2,643,417	3,722,642	6,366,059
Other Financing Sources	1,651,152	20,496,515	22,147,667	(367,302)	12,821,405	12,454,103
Net	(16,831,763)	35,651,925	18,820,162	2,276,115	16,544,047	18,820,162
Balance, Beginning	156,174,168	196,573,217	352,747,385	98,239,621	254,507,764	352,747,385
Balance, Ending	\$ 139,342,405	\$ 232,225,142	\$ 371,567,547	\$ 100,515,736	\$ 271,051,811	\$ 371,567,547

CITY OF DUBUQUE, IOWA
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY
IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
LAST EIGHT FISCAL YEARS*
(IN THOUSANDS)

Required Supplementary Information

	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.31846%	0.31474%	0.33061%	0.33194%	0.33329%	0.33490%	0.34275%	0.35135%	0.37035%
City's proportionate share of the net pension liability	\$ 12,640	\$ 441	\$ 23,063	\$ 19,350	\$ 21,091	\$ 22,309	\$ 21,570	\$ 17,358	\$ 14,688
City's covered payroll	\$ 26,888	\$ 25,496	\$ 26,048	\$ 25,423	\$ 25,024	\$ 24,961	\$ 24,597	\$ 24,039	\$ 24,210
City's proportionate share of the net pension liability as a percentage of its covered payroll	47.01%	1.73%	88.54%	76.11%	84.28%	89.38%	87.69%	72.21%	60.67%
Plan fiduciary net position as a percentage of the total pension liability	91.40%	100.81%	82.90%	85.45%	83.62%	82.21%	81.82%	85.19%	87.61%

*In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

CITY OF DUBUQUE, IOWA
SCHEDULE OF THE CITY CONTRIBUTION
IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM
LAST 10 FISCAL YEARS
(IN THOUSANDS)

Required Supplementary Information

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Statutorily required contribution	\$ <u>2,879</u>	\$ <u>2,535</u>	\$ <u>2,407</u>	\$ <u>2,460</u>	\$ <u>2,403</u>	\$ <u>2,235</u>	\$ <u>2,229</u>	\$ <u>2,196</u>	\$ <u>2,151</u>	\$ <u>2,164</u>
Contributions in relation to the statutorily required contribution	\$ <u>(2,879)</u>	\$ <u>(2,535)</u>	\$ <u>(2,407)</u>	\$ <u>(2,460)</u>	\$ <u>(2,403)</u>	\$ <u>(2,235)</u>	\$ <u>(2,229)</u>	\$ <u>(2,196)</u>	\$ <u>(2,151)</u>	\$ <u>(2,164)</u>
Contribution deficiency (excess)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	\$ 30,527	\$ 26,888	\$ 25,496	\$ 26,048	\$ 25,423	\$ 25,024	\$ 24,961	\$ 24,597	\$ 24,039	\$ 24,210
Contributions as a percentage of covered payroll	9.43%	9.43%	9.44%	9.44%	9.45%	8.93%	8.93%	8.93%	8.95%	8.94%

CITY OF DUBUQUE, IOWA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION -- PENSION LIABILITY
IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEMS
YEAR ENDED JUNE 30, 2023

Changes of benefit terms:

There are no significant changes in benefit terms.

Changes of assumption:

The 2022 valuation implemented the following refinements:

- Mortality assumption was changed to the family of PubG-2010 Mortality Tables for all groups, with age setbacks and set forwards, as well as other adjustments. Future mortality improvements are modeled using Scale MP-2021.
- Retirement rates were adjusted to partially reflect observed experience for regular member only.
- Disability rates were lowered for Regular members only.
- Termination rates were adjusted to partially reflect observed experience for all groups.

The 2021, 2020, and 2019 valuations did not include any changes of assumptions.

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates
- Lowered disability rates
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

CITY OF DUBUQUE, IOWA
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY
MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA
LAST EIGHT FISCAL YEARS*
(IN THOUSANDS)

Required Supplementary Information

	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	4.32%	0.44%	4.73%	4.69%	4.86%	4.78%	4.95%	4.99%	5.08%
City's proportionate share of the net pension liability	\$ 24,281	\$ 9,964	\$ 37,737	\$ 30,775	\$ 28,960	\$ 28,062	\$ 30,971	\$ 23,423	\$ 18,410
City's covered payroll	\$ 14,603	\$ 14,418	\$ 14,879	\$ 14,203	\$ 14,118	\$ 13,552	\$ 13,423	\$ 13,052	\$ 12,968
City's proportionate share of the net pension liability as a percentage of its covered payroll	166.27%	69.11%	253.63%	216.68%	205.13%	207.07%	230.73%	179.46%	141.96%
Plan fiduciary net position as a percentage of the total pension liability	84.62%	93.62%	76.47%	79.94%	81.07%	80.60%	78.20%	83.04%	86.27%

*In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

CITY OF DUBUQUE, IOWA
SCHEDULE OF THE CITY CONTRIBUTION
MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA
LAST 10 FISCAL YEARS
(IN THOUSANDS)

Required Supplementary Information

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Statutorily required contribution	\$ 3,947	\$ 3,823	\$ 3,649	\$ 3,632	\$ 3,696	\$ 3,626	\$ 3,513	\$ 3,727	\$ 3,969	\$ 3,906
Contributions in relation to the statutorily required contribution	\$ <u>(3,947)</u>	\$ <u>(3,823)</u>	\$ <u>(3,649)</u>	\$ <u>(3,632)</u>	\$ <u>(3,696)</u>	\$ <u>(3,626)</u>	\$ <u>(3,513)</u>	\$ <u>(3,727)</u>	\$ <u>(3,969)</u>	\$ <u>(3,906)</u>
Contribution deficiency (excess)	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
City's covered payroll	\$ 16,513	\$ 14,603	\$ 14,418	\$ 14,879	\$ 14,203	\$ 14,118	\$ 13,552	\$ 13,423	\$ 13,052	\$ 12,968
Contributions as a percentage of covered payroll	23.90%	26.18%	25.31%	24.41%	26.02%	25.68%	25.92%	27.77%	30.41%	30.12%

CITY OF DUBUQUE, IOWA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION -- PENSION LIABILITY MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA YEAR ENDED JUNE 30, 2023

Changes of benefit terms:

There were no significant changes of benefit terms.

Changes of assumptions

The 2022, 2021, 2020, and 2019 valuations did not include any changes of assumptions.

The 2018 valuation changed postretirement mortality rates were based on the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.

**CITY OF DUBUQUE, IOWA
SCHEDULE OF CHANGES IN
TOTAL OPEB LIABILITY, RELATED RATIOS AND NOTES
LAST FIVE FISCAL YEARS**

	2023	2022	2021	2020	2019	2018
Service Cost	\$ 214,747	\$ 306,094	\$ 303,146	\$ 288,187	\$ 296,597	\$ 277,469
Interest Cost	230,459	134,580	152,598	165,496	172,576	172,219
Changes in assumptions	(18,042)	(887,322)	254,038	(19,982)	85,951	138,371
Changes in experience	-	281,561	13	(242,263)	-	-
Other Changes	(5,704)	42,042	(11,228)	(49,950)	2,582	58,589
Benefit payments	(374,762)	(360,953)	(269,461)	(380,158)	(452,573)	(474,856)
Net change in total OPEB Liability	46,698	(483,998)	429,106	(238,670)	105,133	171,792
Total OPEB liability beginning of year	5,827,804	6,311,802	5,882,696	6,121,366	6,016,233	5,844,441
Total OPEB liability end of year	<u>\$ 5,874,502</u>	<u>\$ 5,827,804</u>	<u>\$ 6,311,802</u>	<u>\$ 5,882,696</u>	<u>\$ 6,121,366</u>	<u>\$ 6,016,233</u>
Covered-employee payroll	\$ 37,635,156	\$ 42,133,307	\$ 41,593,187	\$ 34,543,167	\$ 39,626,000	\$ 39,782,000
Total OPEB liability as a percentage of covered-employee payroll	15.61%	13.83%	15.18%	17.03%	15.45%	15.12%

Notes to Schedule of Changes in the Total OPEB Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

Changes in benefit terms:

There were no significant changes in benefit terms.

Change in assumptions:

Changes in assumptions and other inputs reflect the effects of changes in the discount rate, health care trend rates and other changes. In Fiscal Year 2022, mortality assumption was adjusted to include mortality improvement scale MP-2020 and the withdrawal assumption was change from Table T-2 from the Pension Actuary's Handbook to Table T-3.

Note: GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a 10-year trend is completed, the City will present information for those years for which information is available.

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NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Road Use Tax Fund – This fund is used to account for state revenues allocated to the City for maintenance and improvement of City streets.

Section VIII Housing Fund – This fund is used to account for the operations of federal Section VIII existing, voucher, and moderate rehabilitation projects.

Employee Benefits Fund – This fund is used to account for pension and related employee benefit costs for those employees paid wages from the General Fund.

Special Assessments Fund – This fund is used to account for the financing of public improvements that are deemed to benefit primarily the properties against which special assessments are levied and to accumulate monies for the payment of principal and interest on the outstanding long-term debt service.

Cable TV Fund – This fund is used to account for the monies and related costs as set forth in the cable franchise agreement between the City of Dubuque and the cable franchisee.

Library Expendable Gifts Trust – This fund is used to account for contributions given to the library to be spent for specific purposes.

IFA Housing Trust – This fund is used to account for funds received under the Iowa Finance Authority State Housing Trust Fund Program.

Police Expendable Gifts Fund – This fund is used to account for contributions given to the police department to be spent for specific purposes.

Veteran's Memorial - This fund is used to account for contributions given to the Veteran's Memorial for specific purposes and for maintenance.

NONMAJOR GOVERNMENTAL FUNDS

CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Airport Construction Fund – This fund is used to account for the resources and costs related to airport capital improvements.

Sales Tax Construction Fund – This fund is used to account for the resources and costs related to capital improvements financed through the local option sales tax.

General Construction Fund – This fund is used to account for the resources and costs related to general capital improvements.

Street Construction Fund – This fund is used to account for the resources and costs related to street capital improvements.

PERMANENT FUNDS

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting City's programs.

Ella Lyons Peony Trail Trust Fund – This fund is used for dividends and maintenance cost related to the City Peony Trail, per trust agreement.

Library Gifts Trust Fund – This fund is used to account for testamentary gifts to the City library.

CITY OF DUBUQUE, IOWA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2023

Special Revenue Funds				
	Road Use Tax	Section VIII Housing	Employee Benefits	Special Assessments
ASSETS				
Cash and investments	\$ 8,325,195	\$ 364,051	\$ 9,724	\$ -
Receivables				
Property tax	-	-	-	-
Delinquent	-	-	17,191	-
Succeeding year	-	-	2,452,469	-
Accounts and other	3,012	-	-	-
Special assessments	-	-	-	664,864
Accrued interest	-	2,680	-	-
Notes	-	-	-	-
Intergovernmental	675,316	-	-	-
Inventories	255,364	-	-	-
Prepaid items	28,907	249	-	-
Restricted cash and investments	-	464,584	-	-
Total Assets	<u>9,287,794</u>	<u>831,564</u>	<u>2,479,384</u>	<u>664,864</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	669,896	1,359	-	-
Accrued payroll	31,620	11,462	-	-
Due to other funds	-	-	-	-
Total Liabilities	<u>701,516</u>	<u>12,821</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues				
Succeeding year property tax	-	-	2,452,469	-
Special assessments	-	-	-	652,096
Grants	4,750	-	-	-
Other	-	-	7,937	-
Total Deferred Inflows of Resources	<u>4,750</u>	<u>-</u>	<u>2,460,406</u>	<u>652,096</u>
FUND BALANCES				
Nonspendable:				
Endowment corpus	-	-	-	-
Inventory	255,364	-	-	-
Prepaid items	28,907	249	-	-
Restricted:				
Endowments	-	-	-	-
Library	-	-	-	-
Police	-	-	-	-
Veterans	-	-	-	-
Capital improvements	8,297,257	-	-	-
Franchise agreement	-	-	-	-
Special assessments	-	-	-	12,768
Iowa Finance Authority Trust	-	-	-	-
Community programs	-	818,494	-	-
Employee benefits	-	-	18,978	-
Committed, capital improvements	-	-	-	-
Total Fund Balances	<u>8,581,528</u>	<u>818,743</u>	<u>18,978</u>	<u>12,768</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 9,287,794</u>	<u>\$ 831,564</u>	<u>\$ 2,479,384</u>	<u>\$ 664,864</u>

EXHIBIT A-1

Special Revenue Funds					Capital Projects Funds		
Cable TV	Library Expendable Gifts Trust	Police Expendable Gifts Trust	Veteran's Memorial	IFA Housing Trust	Airport Construction	General Construction	Sales Tax Construction
\$ 473,319	\$ 1,122,094	\$ 8,824	\$ 201,640	\$ 700,891	\$ 4,673	\$ 3,181	\$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
116,375	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
4,656	7,756	61	-	-	2,734	1,861	-
-	-	-	-	1,117,082	-	23,076	-
-	-	-	-	47,481	635,147	-	180,768
-	-	-	-	-	-	243,965	-
23,599	-	-	-	-	-	-	-
-	-	-	-	-	1,269,785	3,006,435	4,130,769
617,949	1,129,850	8,885	201,640	1,865,454	1,912,339	3,278,518	4,311,537
2,995	-	-	352	117	458,020	75,025	576,936
6,277	613	-	-	334	-	3,330	176
-	-	-	-	-	878,965	1,406,173	560,471
9,272	613	-	352	451	1,336,985	1,484,528	1,137,583
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	365,466	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	365,466	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	243,965	-
23,599	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	1,129,237	-	-	-	-	-	-
-	-	8,885	-	-	-	-	-
-	-	-	201,288	-	-	-	-
-	-	-	-	-	209,888	1,550,025	2,078,909
585,078	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	1,865,003	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	1,095,045
608,677	1,129,237	8,885	201,288	1,865,003	209,888	1,793,990	3,173,954
\$ 617,949	\$ 1,129,850	\$ 8,885	\$ 201,640	\$ 1,865,454	\$ 1,912,339	\$ 3,278,518	\$ 4,311,537

**CITY OF DUBUQUE, IOWA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2023**

**EXHIBIT A-1
(continued)**

	Capital Projects Funds	Permanent Funds		Total Nonmajor Governmental Funds
	Street Construction	Ella Lyons Peony Trail Trust	Library Gifts Trust	
ASSETS				
Cash and investments	\$ 9,233,819	\$ -	\$ -	\$ 20,447,411
Receivables				
Property tax				
Delinquent	-	-	-	17,191
Succeeding year	-	-	-	2,452,469
Accounts and other	32,483	-	-	151,870
Special assessments	-	-	-	664,864
Accrued interest	63,826	514	131	84,219
Notes	-	-	-	1,140,158
Intergovernmental	895,019	-	-	2,433,731
Inventories	-	-	-	499,329
Prepaid items	-	-	-	52,755
Restricted cash and investments	-	141,977	18,922	9,032,472
Total Assets	10,225,147	142,491	19,053	36,976,469
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	917,176	-	-	2,701,876
Accrued payroll	10,509	-	-	64,321
Due to other funds	-	-	-	2,845,609
Total Liabilities	927,685	-	-	5,611,806
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues				
Succeeding year property tax	-	-	-	2,452,469
Special assessments	-	-	-	652,096
Grants	623,867	-	-	994,083
Other	-	-	-	7,937
Total Deferred Inflows of Resources	623,867	-	-	4,106,585
FUND BALANCES				
Nonspendable:				
Endowment corpus	-	57,412	12,000	69,412
Inventory	-	-	-	499,329
Long-term notes receivable	-	-	-	-
Prepaid items	-	-	-	52,755
Restricted:				
Endowments	-	85,079	7,053	92,132
Library	-	-	-	1,129,237
Police	-	-	-	8,885
Veterans	-	-	-	201,288
Capital improvements	5,999,625	-	-	18,135,704
Franchise agreement	-	-	-	585,078
Special assessments	-	-	-	12,768
Iowa Finance Authority Trust	-	-	-	1,865,003
Community programs	-	-	-	818,494
Employee benefits	-	-	-	18,978
Committed, capital improvements	2,673,970	-	-	3,769,015
Total Fund Balances	8,673,595	142,491	19,053	27,258,078
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 10,225,147	\$ 142,491	\$ 19,053	\$ 36,976,469

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Special Revenue Funds			
	Road Use Tax	Section VIII Housing	Employee Benefits	Special Assessments
REVENUES				
Taxes	\$ -	\$ -	\$ 2,337,260	\$ -
Licenses and permits	-	-	-	-
Special assessments	-	-	-	115,387
Intergovernmental	8,340,291	6,022,137	-	-
Charges for services	-	-	-	-
Investment earnings	-	7,364	-	893
Contributions	-	-	-	-
Miscellaneous	140,494	92,157	-	-
Total Revenues	8,480,785	6,121,658	2,337,260	116,280
EXPENDITURES				
Governmental activities				
Current				
Public safety	-	-	-	-
Public works	7,196,084	-	-	-
Culture and recreation	-	-	-	-
Community and economic development	-	6,390,949	-	-
General government	5,805	-	1,573	-
Debt service				
Principal	-	45,371	-	-
Interest and fiscal charges	-	1,025	-	-
Capital projects	1,840,887	-	-	-
Total Expenditures	9,042,776	6,437,345	1,573	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(561,991)	(315,687)	2,335,687	116,280
OTHER FINANCING SOURCES (USES)				
Issuance of debt	-	-	-	-
Premium on bonds	-	-	-	-
Transfers in	3,461	172,382	-	-
Transfers out	(65,475)	-	(2,326,865)	(109,231)
Insurance recovery	-	-	-	-
Sale of capital assets	39,305	-	-	-
Total Other Financing Sources (Uses)	(22,709)	172,382	(2,326,865)	(109,231)
NET CHANGE IN FUND BALANCES	(584,700)	(143,305)	8,822	7,049
FUND BALANCES, BEGINNING	9,166,228	962,048	10,156	5,719
FUND BALANCES, ENDING	\$ 8,581,528	\$ 818,743	\$ 18,978	\$ 12,768

Special Revenue Funds					Capital Projects Funds	
Cable TV	Library Expendable Gifts Trust	Police Expendable Gifts Trust	Veteran's Memorial	IFA Housing Trust	Airport Construction	General Construction
\$ 624,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	181,093	493,549	560,417
-	18,745	-	-	-	67,929	-
19,932	35,175	277	2,554	-	17,003	62,030
-	-	-	55,450	-	51,894	2,990
2,221	65,109	-	-	145	-	266,956
646,870	119,029	277	58,004	181,238	630,375	892,393
-	-	59	-	-	-	-
-	-	-	-	-	400	132,481
-	107,238	-	11,550	-	-	46,324
-	-	-	-	6,074	-	1,680,480
585,871	-	-	-	-	-	7,845
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	944,764	1,048,231
585,871	107,238	59	11,550	6,074	945,164	2,915,361
60,999	11,791	218	46,454	175,164	(314,789)	(2,022,968)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	51,705	-	371,500
-	-	-	-	-	(181,054)	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	51,705	(181,054)	371,500
60,999	11,791	218	46,454	226,869	(495,843)	(1,651,468)
547,678	1,117,446	8,667	154,834	1,638,134	705,731	3,445,458
\$ 608,677	\$ 1,129,237	\$ 8,885	\$ 201,288	\$ 1,865,003	\$ 209,888	\$ 1,793,990

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Capital Projects Funds		Permanent Funds		Total
	Sales	Street	Ella	Library	Nonmajor
	Tax	Construction	Lyons	Gifts	Governmental
	Construction	Construction	Peony	Trust	Funds
	Trail Trust				
REVENUES					
Taxes	\$ 2,430,832	\$ 3,646,248	\$ -	\$ -	\$ 9,039,057
Special assessments	-	-	-	-	115,387
Intergovernmental	-	6,384,055	-	-	21,981,542
Charges for services	-	25,359	-	-	112,033
Investment earnings	114,089	267,747	(6,871)	593	520,786
Contributions	-	-	-	3	110,337
Miscellaneous	7,221	46,361	-	-	620,664
Total Revenues	2,552,142	10,369,770	(6,871)	596	32,499,806
EXPENDITURES					
Governmental activities					
Current					
Public safety	8,869	-	-	-	8,928
Public works	6,368	1,676,119	-	-	9,011,452
Culture and recreation	77,562	1,327	3,640	-	247,641
Community and economic development	-	-	-	-	8,077,503
General government	-	-	-	-	601,094
Debt service					
Principal	-	-	-	-	45,371
Interest and fiscal charges	-	-	-	-	1,025
Capital projects	6,108,201	10,443,480	-	-	20,385,563
Total Expenditures	6,201,000	12,120,926	3,640	-	38,378,577
EXCESS (DEFICIENCY) OF REVENUES					
OVER (UNDER) EXPENDITURES	(3,648,858)	(1,751,156)	(10,511)	596	(5,878,771)
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-	-	-	-	-
Premium on bonds	-	-	-	-	-
Transfers in	-	54,967	-	-	654,015
Transfers out	(935,163)	(234,138)	-	-	(3,851,926)
Insurance recovery	-	33,526	-	-	33,526
Sale of capital assets	-	-	-	-	39,305
Total Other Financing Sources (Uses)	(935,163)	(145,645)	-	-	(3,125,080)
NET CHANGE IN FUND BALANCES	(4,584,021)	(1,896,801)	(10,511)	596	(9,003,851)
FUND BALANCES, BEGINNING	7,757,975	10,570,396	153,002	18,457	36,261,929
FUND BALANCES, ENDING	\$ 3,173,954	\$ 8,673,595	\$ 142,491	\$ 19,053	\$ 27,258,078

NONMAJOR ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises -- where the intent of the City Council is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the City Council has decided that periodic determination of net income is appropriate for accountability purposes.

Refuse Collection Fund – This fund is used to account for the operations of the City's refuse collection services.

Transit System Fund – This fund is used to account for the operations of the City's bus and other transit services.

Salt Fund – This fund is used to account for the operations of the City's salt distribution.

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
JUNE 30, 2023

EXHIBIT B-1

	Refuse Collection	Transit System	Salt	Total Other Enterprise Funds
ASSETS				
CURRENT ASSETS				
Cash and investments	\$ 300,669	\$ 5,159,202	\$ 68,119	\$ 5,527,990
Receivables				
Accounts	498,925	17,546	3,814	520,285
Accrued interest	8,199	35,662	471	44,332
Intergovernmental	-	1,893,563	-	1,893,563
Prepaid items	26,405	16,127	-	42,532
Inventories	-	19,592	-	19,592
Total Current Assets	<u>834,198</u>	<u>7,141,692</u>	<u>72,404</u>	<u>8,048,294</u>
NONCURRENT ASSETS				
Restricted cash and investments	-	227,400	-	227,400
Capital assets				
Land	-	36,000	-	36,000
Buildings	-	11,703,490	175,458	11,878,948
Improvements to other than buildings	-	796,092	686,312	1,482,404
Machinery and equipment	2,962,580	8,739,523	36,342	11,738,445
Subscription assets	-	21,549	-	21,549
Accumulated depreciation and amortization	(2,214,739)	(5,422,034)	(260,497)	(7,897,270)
Net Capital Assets	<u>747,841</u>	<u>15,874,620</u>	<u>637,615</u>	<u>17,260,076</u>
Total Noncurrent Assets	<u>747,841</u>	<u>16,102,020</u>	<u>637,615</u>	<u>17,487,476</u>
Total Assets	<u>1,582,039</u>	<u>23,243,712</u>	<u>710,019</u>	<u>25,535,770</u>
DEFERRED OUTFLOWS OF RESOURCES				
Pension related deferred outflows	199,607	270,829	-	470,436
OPEB related deferred outflows	42,262	66,679	-	108,941
Total Deferred Outflows of Resources	<u>241,869</u>	<u>337,508</u>	<u>-</u>	<u>579,377</u>
LIABILITIES				
CURRENT LIABILITIES				
Accounts payable	102,609	86,953	-	189,562
Accrued payroll	27,466	34,913	-	62,379
General obligation bonds payable	6,400	46,498	-	52,898
Subscription liability	-	11,549	-	11,549
Accrued compensated absences	5,965	15,082	-	21,047
Accrued interest payable	1,435	1,885	-	3,320
Total Current Liabilities	<u>143,875</u>	<u>196,880</u>	<u>-</u>	<u>340,755</u>
NONCURRENT LIABILITIES				
General obligation bonds payable	42,743	956,185	-	998,928
Accrued compensated absences	227,483	45,219	-	272,702
Net pension liability	581,006	774,675	-	1,355,681
Total OPEB liability	<u>228,418</u>	<u>228,420</u>	<u>-</u>	<u>456,838</u>
Total Noncurrent Liabilities	<u>1,079,650</u>	<u>2,004,499</u>	<u>-</u>	<u>3,084,149</u>
Total Liabilities	<u>1,223,525</u>	<u>2,201,379</u>	<u>-</u>	<u>3,424,904</u>
DEFERRED INFLOWS OF RESOURCES				
Pension related deferred inflows	125,406	136,385	-	261,791
OPEB related deferred inflows	50,173	39,711	-	89,884
Total Deferred Inflows of Resources	<u>175,579</u>	<u>176,096</u>	<u>-</u>	<u>351,675</u>
NET POSITION				
Net investment in capital assets	698,698	15,087,788	637,615	16,424,101
Unrestricted	(273,894)	6,115,957	72,404	5,914,467
Total Net Position	<u>\$ 424,804</u>	<u>\$ 21,203,745</u>	<u>\$ 710,019</u>	<u>\$ 22,338,568</u>

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

EXHIBIT B-2

	Refuse Collection	Transit System	Salt	Total Other Enterprise Funds
OPERATING REVENUES				
Charges for sales and services	\$ 4,792,011	\$ 458,919	\$ 79,163	\$ 5,330,093
Other	14,426	45,802	-	60,228
Total Operating Revenues	4,806,437	504,721	79,163	5,390,321
OPERATING EXPENSES				
Employee expense	3,214,781	2,390,493	-	5,605,274
Utilities	25,666	109,455	-	135,121
Repairs and maintenance	439,211	637,193	424	1,076,828
Supplies and services	1,714,521	582,496	75,333	2,372,350
Insurance	32,741	79,651	-	112,392
Depreciation	251,529	845,727	27,639	1,124,895
Total Operating Expenses	5,678,449	4,645,015	103,396	10,426,860
OPERATING INCOME (LOSS)	(872,012)	(4,140,294)	(24,233)	(5,036,539)
NONOPERATING REVENUES (EXPENSES)				
Intergovernmental	9,771	4,314,444	-	4,324,215
Investment earnings	42,519	96,736	1,781	141,036
Contributions	668	-	-	668
Interest expense	(1,217)	(22,981)	-	(24,198)
Gain on disposal of assets	-	49,294	-	49,294
Net Nonoperating Revenues (Expenses)	51,741	4,437,493	1,781	4,491,015
INCOME (LOSS) BEFORE TRANSFERS	(820,271)	297,199	(22,452)	(545,524)
CAPITAL CONTRIBUTIONS	-	-	-	-
TRANSFERS IN	275,196	1,988,085	-	2,263,281
TRANSFERS OUT	(140,365)	(211,497)	-	(351,862)
CHANGE IN NET POSITION	(685,440)	2,073,787	(22,452)	1,365,895
NET POSITION, BEGINNING	1,110,244	19,129,958	732,471	20,972,673
NET POSITION, ENDING	\$ 424,804	\$ 21,203,745	\$ 710,019	\$ 22,338,568

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	Refuse Collection	Transit System	Salt	Total Other Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	\$ 4,700,916	\$ 442,908	\$ 75,349	\$ 5,219,173
Cash payments to suppliers for goods and services	(2,194,606)	(1,346,786)	(75,757)	(3,617,149)
Cash payments to employees for services	(3,392,573)	(2,602,318)	-	(5,994,891)
Other operating receipts	14,426	45,802	-	60,228
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	(871,837)	(3,460,394)	(408)	(4,332,639)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	275,196	1,988,085	-	2,263,281
Transfers to other funds	(140,365)	(211,497)	-	(351,862)
Contributions	668	-	-	668
Intergovernmental grant proceeds	9,771	3,571,093	-	3,580,864
NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES	145,270	5,347,681	-	5,492,951
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from sale of capital assets	-	49,294	-	49,294
Acquisition and construction of capital assets	-	(179,345)	-	(179,345)
Principal Paid	(6,018)	(56,469)	-	(62,487)
Interest paid	(1,649)	(23,643)	-	(25,292)
NET CASH PROVIDED BY (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES	(7,667)	(210,163)	-	(217,830)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	34,320	61,074	1,310	96,704
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(699,914)	1,738,198	902	1,039,186
CASH AND CASH EQUIVALENTS, BEGINNING	1,000,583	3,648,404	67,217	4,716,204
CASH AND CASH EQUIVALENTS, ENDING	\$ 300,669	\$ 5,386,602	\$ 68,119	\$ 5,755,390

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

EXHIBIT B-3

	Business-type Activities - Enterprise Funds			
	Refuse Collection	Transit	Salt	Total Other Enterprise Funds
RECONCILIATION OF OPERATING (LOSS) INCOME TO NET CASH (USED FOR) PROVIDED BY OPERATING ACTIVITIES				
Operating (loss) income	\$ (872,012)	\$ (4,140,294)	\$ (24,233)	\$ (5,036,539)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities				
Depreciation	251,529	845,727	27,639	1,124,895
Change in assets and liabilities				
(Increase) Decrease in receivables	(91,095)	(16,011)	(3,814)	(110,920)
(Increase) decrease in inventories and prepaid items	(26,405)	(779)	-	(27,184)
Increase (decrease) in accounts payable	43,938	62,788	-	106,726
(Decrease) increase in accrued liabilities	(57,558)	(76,339)	-	(133,897)
Increase in net pension liability	561,904	747,128	-	1,309,032
(Increase) in deferred outflows - pension related	(57,386)	3,149	-	(54,237)
(Increase) in deferred outflows - OPEB related	(16,193)	(43,868)	-	(60,061)
(Decrease) in deferred inflows - pension related	(626,465)	(892,335)	-	(1,518,800)
(Decrease) increase in deferred inflows - OPEB related	(3,119)	3,491	-	372
Increase in total OPEB liability	21,025	46,949	-	67,974
Total Adjustments	175	679,900	23,825	703,900
NET CASH (USED FOR) PROVIDED BY OPERATING ACTIVITIES	\$ (871,837)	\$ (3,460,394)	\$ (408)	\$ (4,332,639)
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Amortization of bond discount (premium)	\$ 235	\$ 577	\$ -	\$ 812
Net acquisition of capital assets through accounts and retainage payable	\$ -	\$ (121,413)	\$ -	\$ (121,413)
Acquisition of capital assets through financing arrangement	\$ -	\$ 21,549	\$ -	\$ 21,549

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department to other departments of the government and to other government units, on a cost-reimbursement basis.

General Service Fund - This fund is used to account for engineering, street, and general services supplied to other departments.

Garage Service Fund - This fund is used to account for maintenance and repair services for the City's automotive equipment.

Stores/Printing Fund - This fund is used to account for printing, supplies, and other services provided to other departments.

Health Insurance Reserve Fund - This fund is used to account for health insurance costs.

Workers' Compensation Reserve Fund - This fund is used to account for workers' compensation costs.

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
JUNE 30, 2023

	General Service	Garage Service	Stores/ Printing
ASSETS			
CURRENT ASSETS			
Cash and investments	\$ 426,949	\$ 481,010	\$ 6,871
Receivables			
Accounts	-	2,220	-
Intergovernmental	-	33,786	-
Accrued interest	-	-	-
Inventories	-	75,019	10,935
Prepaid expenses	-	1,475	-
Total Current Assets	<u>426,949</u>	<u>593,510</u>	<u>17,806</u>
NONCURRENT ASSETS			
Capital assets			
Machinery and equipment	-	361,329	-
Accumulated depreciation and amortization	-	(310,336)	-
Net Capital Assets	<u>-</u>	<u>50,993</u>	<u>-</u>
Total Noncurrent Assets	<u>-</u>	<u>50,993</u>	<u>-</u>
Total Assets	<u>426,949</u>	<u>644,503</u>	<u>17,806</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows	<u>119,676</u>	<u>98,853</u>	<u>-</u>
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	-	93,379	-
Accrued payroll	667	24,748	-
Total Current Liabilities	<u>667</u>	<u>118,127</u>	<u>-</u>
NONCURRENT LIABILITIES			
Net pension liability	-	335,693	-
Total Noncurrent Liabilities	<u>-</u>	<u>335,693</u>	<u>-</u>
Total Liabilities	<u>667</u>	<u>453,820</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related deferred inflows	<u>648,906</u>	<u>57,789</u>	<u>-</u>
NET POSITION (DEFICIT)			
Net investment in capital assets	-	50,993	-
Unrestricted	(102,948)	180,754	17,806
Total Net Position (Deficit)	<u>\$ (102,948)</u>	<u>\$ 231,747</u>	<u>\$ 17,806</u>

EXHIBIT C-1

Health Insurance Reserve	Workers' Compensation Reserve	Total
<u>\$ 6,011,480</u>	<u>\$ 1,454,483</u>	<u>\$ 8,380,793</u>
190,940	-	193,160
-	-	33,786
41,553	10,054	51,607
-	-	85,954
1,503	182,700	185,678
<u>6,245,476</u>	<u>1,647,237</u>	<u>8,930,978</u>
-	-	361,329
-	-	(310,336)
-	-	50,993
-	-	50,993
<u>6,245,476</u>	<u>1,647,237</u>	<u>8,981,971</u>
-	-	218,529
471,617	611,349	1,176,345
-	-	25,415
<u>471,617</u>	<u>611,349</u>	<u>1,201,760</u>
-	-	335,693
-	-	335,693
<u>471,617</u>	<u>611,349</u>	<u>1,537,453</u>
-	-	706,695
-	-	50,993
<u>5,773,859</u>	<u>1,035,888</u>	<u>6,905,359</u>
<u>\$ 5,773,859</u>	<u>\$ 1,035,888</u>	<u>\$ 6,956,352</u>

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (DEFICITS)
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	General Service	Garage Service	Stores/ Printing
OPERATING REVENUES			
Charges for sales and services	\$ -	\$ 2,796,061	\$ 10,384
Other	-	83,298	-
Total Operating Revenues	-	2,879,359	10,384
OPERATING EXPENSES			
Employee expense	(120,695)	1,061,384	-
Utilities	-	38,868	8,865
Repairs and maintenance	-	211,240	-
Supplies and services	-	1,738,716	871
Insurance	-	9,709	-
Depreciation	-	10,756	-
Total Operating Expenses	(120,695)	3,070,673	9,736
OPERATING INCOME (LOSS)	120,695	(191,314)	648
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	-	-	-
Gain on disposal of assets	-	1,430	-
Net Nonoperating Revenues (Expenses)	-	1,430	-
CHANGE IN NET POSITION	120,695	(189,884)	648
NET POSITION (DEFICIT), BEGINNING	(223,643)	421,631	17,158
NET POSITION (DEFICIT), ENDING	\$ (102,948)	\$ 231,747	\$ 17,806

EXHIBIT C-2

Health Insurance Reserve	Workers' Compensation Reserve	Total
\$ 11,427,511	\$ 779,630	\$ 15,013,586
-	22,824	106,122
<u>11,427,511</u>	<u>802,454</u>	<u>15,119,708</u>
-	-	940,689
-	-	47,733
-	-	211,240
10,089,978	328,859	12,158,424
-	100,694	110,403
-	-	10,756
<u>10,089,978</u>	<u>429,553</u>	<u>13,479,245</u>
<u>1,337,533</u>	<u>372,901</u>	<u>1,640,463</u>
191,864	28,286	220,150
-	-	1,430
<u>191,864</u>	<u>28,286</u>	<u>221,580</u>
1,529,397	401,187	1,862,043
4,244,462	634,701	5,094,309
<u>\$ 5,773,859</u>	<u>\$ 1,035,888</u>	<u>\$ 6,956,352</u>

CITY OF DUBUQUE, IOWA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED JUNE 30, 2023

	General Service	Garage Service	Stores/ Printing
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers	\$ -	\$ 2,760,055	\$ 10,384
Cash payments to suppliers for goods and services	-	(1,995,828)	(3,513)
Cash payments to employees for services	(2,550)	(1,151,775)	-
Other operating receipts	-	83,298	-
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	(2,550)	(304,250)	6,871
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Proceeds from sale of capital assets	-	1,430	-
NET CASH PROVIDED BY (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES	-	1,430	-
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest received	-	-	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,550)	(302,820)	6,871
CASH AND CASH EQUIVALENTS, BEGINNING	429,499	783,830	-
CASH AND CASH EQUIVALENTS, ENDING	\$ 426,949	\$ 481,010	\$ 6,871
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES			
Operating income	120,695	(191,314)	648
Adjustments to reconcile operating income to net cash provided by (used for) operating activities			
Depreciation	-	10,756	-
Change in assets and liabilities			
(Increase) in receivables	-	(36,006)	-
Decrease (increase) in inventories and prepaid items	-	4,258	12,237
(Decrease) increase in accounts payable	-	(1,553)	(6,014)
(Decrease) increase in net pension liability	(19,869)	324,087	-
Decrease (increase) in deferred outflows - pension related	28,113	(15,394)	-
(Decrease) in deferred inflows - pension related	(132,150)	(377,778)	-
Increase (decrease) in accrued liabilities	661	(21,306)	-
Total Adjustments	(123,245)	(112,936)	6,223
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	\$ (2,550)	\$ (304,250)	\$ 6,871

EXHIBIT C-3

Health Insurance Reserve	Workers' Compensation Reserve	Total
\$ 11,374,575	\$ 769,576	\$ 14,914,590
(10,493,066)	(1,248,803)	(13,741,210)
-	-	(1,154,325)
-	22,824	106,122
881,509	(456,403)	125,177
-	-	1,430
-	-	1,430
151,990	28,485	180,475
1,033,499	(427,918)	307,082
4,977,981	1,882,401	8,073,711
\$ 6,011,480	\$ 1,454,483	\$ 8,380,793
1,337,533	372,901	1,640,463
-	-	10,756
(52,936)	(10,054)	(98,996)
(1,503)	(182,700)	(167,708)
(401,585)	(636,550)	(1,045,702)
-	-	304,218
-	-	12,719
-	-	(509,928)
-	-	(20,645)
(456,024)	(829,304)	(1,515,286)
\$ 881,509	\$ (456,403)	\$ 125,177

Statistical Section (Unaudited)
June 30, 2023
City of Dubuque, Iowa

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CITY OF DUBUQUE, IOWA

STATISTICAL SECTION

This statistical section of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

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Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	156
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	166
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	170
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.	181
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	184

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF DUBUQUE, IOWA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

					Fiscal -
	2014	2015	2016	2017	2018
Governmental activities					
Net investment in capital assets	\$ 354,732,451	\$ 348,173,267	\$ 369,244,904	\$ 375,578,520	\$ 379,040,697
Restricted	21,501,638	22,047,405	21,473,309	23,955,112	27,269,997
Unrestricted	<u>(18,151,279)</u>	<u>(49,579,334)</u>	<u>(47,166,839)</u>	<u>(43,921,629)</u>	<u>(41,853,174)</u>
Total governmental activities net position	<u>\$ 358,082,810</u>	<u>\$ 320,641,338</u>	<u>\$ 343,551,374</u>	<u>\$ 355,612,003</u>	<u>\$ 364,457,520</u>
Business-type activities					
Net investment in capital assets	\$ 138,842,390	\$ 148,487,126	\$ 161,326,743	\$ 164,448,390	\$ 168,205,523
Restricted	5,315,519	7,796,668	4,254,907	3,796,752	3,053,616
Unrestricted	<u>(593,202)</u>	<u>(4,568,933)</u>	<u>(7,339,071)</u>	<u>3,876,760</u>	<u>10,696,792</u>
Total business-type activities net position	<u>\$ 143,564,707</u>	<u>\$ 151,714,861</u>	<u>\$ 158,242,579</u>	<u>\$ 172,121,902</u>	<u>\$ 181,955,931</u>
Primary government					
Net investment in capital assets	\$ 493,574,841	\$ 496,660,393	\$ 530,571,647	\$ 540,026,910	\$ 547,246,220
Restricted	26,817,157	29,844,073	25,728,216	27,751,864	30,323,613
Unrestricted	<u>(18,744,481)</u>	<u>(54,148,267)</u>	<u>(54,505,910)</u>	<u>(40,044,869)</u>	<u>(31,156,382)</u>
Total primary government net positions	<u>\$ 501,647,517</u>	<u>\$ 472,356,199</u>	<u>\$ 501,793,953</u>	<u>\$ 527,733,905</u>	<u>\$ 546,413,451</u>

TABLE 1

Year				
2019	2020	2021	2022	2023
\$ 385,005,220	\$ 387,344,725	\$ 387,768,367	\$ 386,739,779	\$ 400,952,682
28,321,603	26,501,434	34,083,157	35,584,078	47,002,287
<u>(36,682,314)</u>	<u>(35,985,750)</u>	<u>(30,327,770)</u>	<u>(12,530,829)</u>	<u>(11,293,269)</u>
<u>\$ 376,644,509</u>	<u>\$ 377,860,409</u>	<u>\$ 391,523,754</u>	<u>\$ 409,793,028</u>	<u>\$ 436,661,700</u>
\$ 179,561,228	\$ 191,757,112	\$ 207,159,931	\$ 219,652,664	\$ 231,850,352
3,131,716	3,187,364	2,942,894	3,124,213	2,828,344
<u>12,617,567</u>	<u>17,437,890</u>	<u>27,491,072</u>	<u>32,915,285</u>	<u>37,930,508</u>
<u>\$ 195,310,511</u>	<u>\$ 212,382,366</u>	<u>\$ 237,593,897</u>	<u>\$ 255,692,162</u>	<u>\$ 272,609,204</u>
\$ 564,566,448	\$ 579,101,837	\$ 594,928,298	\$ 606,392,443	\$ 632,803,034
31,453,319	29,688,798	37,026,051	38,708,291	49,830,631
<u>(24,064,747)</u>	<u>(18,547,860)</u>	<u>(2,836,698)</u>	<u>20,384,456</u>	<u>26,637,239</u>
<u>\$ 571,955,020</u>	<u>\$ 590,242,775</u>	<u>\$ 629,117,651</u>	<u>\$ 665,485,190</u>	<u>\$ 709,270,904</u>

**CITY OF DUBUQUE, IOWA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)**

	Fiscal -			
	2014	2015	2016	2017
Expenses				
Governmental activities:				
Public safety	\$ 27,578,517	\$ 25,525,937	\$ 26,851,624	\$ 30,020,343
Public works	21,306,882	19,207,837	24,323,023	19,608,137
Health and social services	1,055,398	928,968	967,936	815,251
Culture and recreation	13,696,331	13,002,690	12,993,331	13,653,509
Community and economic development	14,591,257	18,064,831	15,464,781	18,096,170
General government	9,610,084	6,420,173	4,101,423	8,982,668
Interest on long-term debt	3,684,993	3,903,667	2,963,134	3,467,685
Total governmental activities expenses	<u>\$ 91,523,462</u>	<u>\$ 87,054,103</u>	<u>\$ 87,665,252</u>	<u>\$ 94,643,763</u>
Business-type activities:				
Sewage disposal works	\$ 11,481,103	\$ 12,019,866	\$ 12,817,669	\$ 11,326,661
Water utility	8,812,340	7,800,393	6,483,229	6,807,217
Stormwater utility	3,431,096	4,131,562	5,021,523	6,234,015
Parking facilities	3,732,492	3,383,419	3,420,296	3,547,856
America's River Project	33,579	24,000	21,521	22,893
Refuse collection	3,750,366	3,740,404	3,968,761	4,208,268
Transit system	3,847,320	4,245,823	4,274,967	4,237,054
Salt	56,468	244,691	181,617	45,039
Total business-type activities expenses	<u>35,144,764</u>	<u>35,590,158</u>	<u>36,189,583</u>	<u>36,429,003</u>
Total primary government expenses	<u>\$ 126,668,226</u>	<u>\$ 122,644,261</u>	<u>\$ 123,854,835</u>	<u>\$ 131,072,766</u>
Program Revenues				
Governmental activities:				
Charges for services				
Public safety	\$ 2,624,455	\$ 2,532,114	\$ 2,713,065	\$ 2,930,068
Public works	5,829,293	6,092,356	5,765,075	5,681,107
Culture and recreation	2,321,265	2,547,843	2,723,270	2,767,636
Other activities	3,921,256	3,493,143	3,887,056	3,541,205
Operating grants and contributions	12,784,907	11,992,439	15,301,219	15,028,527
Capital grants and contributions	12,162,649	9,704,043	18,667,619	13,360,280
Total governmental activities program revenues	<u>\$ 39,643,825</u>	<u>\$ 36,361,938</u>	<u>\$ 49,057,304</u>	<u>\$ 43,308,823</u>
Business-type activities:				
Charges for services				
Sewage disposal works	\$ 10,025,673	\$ 10,582,662	\$ 12,158,439	\$ 12,442,584
Water utility	7,248,790	7,463,430	8,406,928	8,553,225
Stormwater utility	3,224,504	3,490,040	3,754,148	4,076,396
Parking facilities	2,920,148	3,036,214	3,247,383	3,286,947
America's River Project	-	-	1,605	4
Refuse collection	3,700,922	3,783,493	3,857,340	4,185,051
Transit system	275,907	397,545	463,688	459,258
Salt	45,600	232,271	81,720	86,887
Operating grants and contributions	1,717,208	1,866,535	1,648,077	1,700,171
Capital grants and contributions	2,920,942	10,020,715	7,607,721	14,160,820
Total business-type activities program revenues	<u>32,079,694</u>	<u>40,872,905</u>	<u>41,227,049</u>	<u>48,951,343</u>
Total primary government program revenues	<u>\$ 71,723,519</u>	<u>\$ 77,234,843</u>	<u>\$ 90,284,353</u>	<u>\$ 92,260,166</u>

TABLE 2

Year					
2018	2019	2020	2021	2022	2023
\$ 29,482,962	\$ 29,637,417	\$ 32,079,903	\$ 32,583,676	\$ 30,548,958	\$ 31,897,099
20,393,871	24,835,035	22,667,132	20,949,455	21,999,636	23,176,938
883,217	1,442,658	1,677,181	1,487,042	1,003,870	966,542
14,323,710	12,916,646	13,576,571	11,341,436	14,452,466	17,282,589
21,109,384	15,837,039	17,848,570	18,168,279	16,866,498	19,094,222
7,573,081	5,944,116	8,821,692	10,046,004	7,210,508	9,651,738
3,129,502	3,387,730	2,929,997	2,791,647	2,004,709	2,520,840
<u>\$ 96,895,727</u>	<u>\$ 94,000,641</u>	<u>\$ 99,601,046</u>	<u>\$ 97,367,539</u>	<u>\$ 94,086,645</u>	<u>\$ 104,589,968</u>
\$ 11,614,347	\$ 12,177,352	\$ 11,725,889	\$ 12,248,931	\$ 12,197,134	\$ 13,038,176
7,109,421	7,892,423	7,631,411	7,604,425	7,212,652	8,140,552
6,159,039	7,025,525	5,887,171	6,164,947	6,047,606	6,493,098
2,866,510	2,845,911	3,414,851	3,334,222	2,972,990	3,261,531
10,143	19,874	3,161	-	-	-
4,244,551	4,215,881	4,387,683	4,546,168	4,452,838	5,599,895
4,722,979	4,533,060	4,748,463	4,494,303	4,027,600	4,615,225
119,421	182,092	333,556	147,524	129,265	103,396
<u>36,846,411</u>	<u>38,892,118</u>	<u>38,132,185</u>	<u>38,540,520</u>	<u>37,040,085</u>	<u>41,251,873</u>
<u>\$ 133,742,138</u>	<u>\$ 132,892,759</u>	<u>\$ 137,733,231</u>	<u>\$ 135,908,059</u>	<u>\$ 131,126,730</u>	<u>\$ 145,841,841</u>
\$ 2,600,751	\$ 2,535,504	\$ 2,641,633	\$ 4,942,529	\$ 5,443,744	\$ 4,966,834
6,654,101	7,327,692	6,732,825	10,937,121	9,591,742	5,707,265
2,874,493	2,459,644	2,237,000	2,876,779	3,564,782	3,233,591
5,864,541	3,815,321	5,455,952	1,753,928	4,100,714	6,049,651
21,569,356	23,198,271	14,484,320	24,436,818	19,956,589	18,825,358
7,779,713	11,048,200	15,450,271	12,266,220	4,007,842	16,280,486
<u>\$ 47,342,955</u>	<u>\$ 50,384,632</u>	<u>\$ 47,002,001</u>	<u>\$ 57,213,395</u>	<u>\$ 46,665,413</u>	<u>\$ 55,063,185</u>
\$ 12,659,662	\$ 12,479,684	\$ 12,606,632	\$ 13,070,575	\$ 13,870,390	\$ 14,835,494
8,906,136	8,959,023	9,273,720	9,608,742	10,153,939	10,802,909
4,367,963	4,714,670	5,061,855	5,177,696	5,233,932	5,611,781
3,034,744	3,066,118	2,313,344	2,007,307	2,692,362	2,202,247
4	4	-	-	-	-
4,232,542	4,351,428	4,448,317	4,424,410	4,646,568	4,801,782
465,550	512,385	400,576	168,493	405,194	458,919
96,273	174,784	346,753	125,189	100,763	79,163
1,648,403	1,917,366	2,967,619	9,894,477	2,281,855	4,349,167
5,705,262	6,215,459	6,410,594	6,691,110	7,444,056	9,279,293
<u>41,116,539</u>	<u>42,390,921</u>	<u>43,829,410</u>	<u>51,167,999</u>	<u>46,829,059</u>	<u>52,420,755</u>
<u>\$ 88,459,494</u>	<u>\$ 92,775,553</u>	<u>\$ 90,831,411</u>	<u>\$ 108,381,394</u>	<u>\$ 93,494,472</u>	<u>\$ 107,483,940</u>

**CITY OF DUBUQUE, IOWA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)**

	Fiscal -			
	2014	2015	2016	2017
Net (Expense)/Revenue				
Governmental activities	\$ (51,879,637)	\$ (50,692,165)	\$ (38,607,948)	\$ (51,334,940)
Business-type activities	<u>(3,065,070)</u>	<u>5,282,747</u>	<u>5,037,466</u>	<u>12,522,340</u>
Total primary government net expense	<u>\$ (54,944,707)</u>	<u>\$ (45,409,418)</u>	<u>\$ (33,570,482)</u>	<u>\$ (38,812,600)</u>
General Revenues and Other Changes in Net Position				
Governmental activities:				
General Revenues				
Property taxes	\$ 33,264,283	\$ 36,277,719	\$ 36,518,506	\$ 39,678,473
Local option sales tax	8,211,366	8,760,246	9,155,411	8,890,046
Hotel/motel tax	2,006,514	2,623,551	2,128,042	2,821,745
Utility franchise fees	2,609,421	2,828,688	4,360,107	4,558,847
Gaming	7,878,008	7,397,709	8,440,161	8,098,324
Unrestricted investment earnings	777,958	668,134	1,082,165	335,577
Miscellaneous	-	-	-	-
Gain on sale of capital assets	483,782	19,495	813,492	83,720
Transfers	<u>(2,444,846)</u>	<u>(7,288,593)</u>	<u>(979,900)</u>	<u>(1,071,163)</u>
Total governmental activities	<u>\$ 52,786,486</u>	<u>\$ 51,286,949</u>	<u>\$ 61,517,984</u>	<u>\$ 63,395,569</u>
Business-type activities:				
General Revenues				
Unrestricted investment earnings	\$ 135,461	\$ 185,356	\$ 407,528	\$ 231,746
Miscellaneous	-	-	-	-
Gain on sale of capital assets	180,229	6,571	102,824	54,074
Transfers	<u>2,444,846</u>	<u>7,288,593</u>	<u>979,900</u>	<u>1,071,163</u>
Total business-type activities	<u>2,760,536</u>	<u>7,480,520</u>	<u>1,490,252</u>	<u>1,356,983</u>
Total primary government	<u>\$ 55,547,022</u>	<u>\$ 58,767,469</u>	<u>\$ 63,008,236</u>	<u>\$ 64,752,552</u>
Change in Net Position				
Governmental activities	\$ 906,849	\$ 594,784	\$ 22,910,036	\$ 12,060,629
Business-type activities	<u>(304,534)</u>	<u>12,763,267</u>	<u>6,527,718</u>	<u>13,879,323</u>
Total primary government	<u>\$ 602,315</u>	<u>\$ 13,358,051</u>	<u>\$ 29,437,754</u>	<u>\$ 25,939,952</u>

TABLE 2
(continued)

Year					
2018	2019	2020	2021	2022	2023
\$ (49,552,772)	\$ (43,616,009)	\$ (52,599,045)	\$ (40,154,144)	\$ (47,421,232)	\$ (49,526,783)
<u>4,270,124</u>	<u>3,494,540</u>	<u>5,697,225</u>	<u>12,235,793</u>	<u>9,788,974</u>	<u>11,168,882</u>
<u>\$ (45,282,648)</u>	<u>\$ (40,121,469)</u>	<u>\$ (46,901,820)</u>	<u>\$ (27,918,351)</u>	<u>\$ (37,632,258)</u>	<u>\$ (38,357,901)</u>
\$ 39,632,246	\$ 37,973,888	\$ 38,354,691	\$ 39,524,078	\$ 39,406,493	\$ 40,211,474
8,610,948	8,940,109	9,652,332	11,328,295	12,738,941	12,154,160
2,286,469	2,113,273	2,117,506	2,036,045	2,915,854	3,071,858
4,832,958	5,072,350	4,976,472	4,920,610	6,044,713	7,061,030
8,062,251	8,730,986	7,394,294	8,077,003	12,000,140	9,846,790
688,769	1,858,476	1,857,420	142,102	(390,365)	5,674,974
-	-	-	-	-	2,058,660
309,857	94,980	23,866	296,969	244,104	-
<u>(5,423,015)</u>	<u>(8,981,064)</u>	<u>(10,561,636)</u>	<u>(12,845,032)</u>	<u>(7,430,546)</u>	<u>(3,683,491)</u>
<u>\$ 59,000,483</u>	<u>\$ 55,802,998</u>	<u>\$ 53,814,945</u>	<u>\$ 53,480,070</u>	<u>\$ 65,529,334</u>	<u>\$ 76,395,455</u>
\$ 268,283	\$ 798,497	\$ 796,494	\$ 130,706	\$ 119,466	\$ 1,571,115
-	-	-	-	-	435,822
4,680	80,479	16,500	-	(206,351)	57,732
<u>5,423,015</u>	<u>8,981,064</u>	<u>10,561,636</u>	<u>12,845,032</u>	<u>7,430,546</u>	<u>3,683,491</u>
<u>5,695,978</u>	<u>9,860,040</u>	<u>11,374,630</u>	<u>12,975,738</u>	<u>7,343,661</u>	<u>5,748,160</u>
<u>\$ 64,696,461</u>	<u>\$ 65,663,038</u>	<u>\$ 65,189,575</u>	<u>\$ 66,455,808</u>	<u>\$ 72,872,995</u>	<u>\$ 82,143,615</u>
\$ 9,447,711	\$ 12,186,989	\$ 1,215,900	\$ 13,325,926	\$ 18,108,102	\$ 26,868,672
<u>9,966,102</u>	<u>13,354,580</u>	<u>17,071,855</u>	<u>25,211,531</u>	<u>17,132,635</u>	<u>16,917,042</u>
<u>\$ 19,413,813</u>	<u>\$ 25,541,569</u>	<u>\$ 18,287,755</u>	<u>\$ 38,537,457</u>	<u>\$ 35,240,737</u>	<u>\$ 43,785,714</u>

CITY OF DUBUQUE, IOWA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal -			
	2014	2015	2016	2017
General Fund				
Nonspendable	\$ 6,549,063	\$ 6,082,043	\$ 6,049,052	\$ 5,585,672
Restricted	-	-	-	2,208
Assigned	1,904,805	647,772	1,015,935	1,590,065
Unassigned	7,356,066	8,693,524	10,908,497	12,582,596
Total general fund	<u>\$ 15,809,934</u>	<u>\$ 15,423,339</u>	<u>\$ 17,973,484</u>	<u>\$ 19,760,541</u>
 All Other Governmental Funds				
Nonspendable	\$ 8,640,780	\$ 1,183,423	\$ 553,292	\$ 944,856
Restricted	23,620,615	30,496,183	27,450,187	28,103,397
Committed	10,548,592	12,298,896	7,635,502	6,592,154
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total all other governmental funds	<u>\$ 42,809,987</u>	<u>\$ 43,978,502</u>	<u>\$ 35,638,981</u>	<u>\$ 35,640,407</u>

TABLE 3

Year						
	2018	2019	2020	2021	2022	2023
\$	5,414,922	\$ 5,369,478	\$ 5,145,558	\$ 3,895,638	\$ 3,631,563	\$ 3,150,525
	-	229,995	219,741	197,264	186,705	-
	1,267,250	1,438,616	1,396,196	2,868,215	4,292,669	4,336,311
	15,193,241	19,276,479	20,128,223	28,023,989	36,610,486	44,067,606
\$	<u>21,875,413</u>	<u>\$ 26,314,568</u>	<u>\$ 26,889,718</u>	<u>\$ 34,985,106</u>	<u>\$ 44,721,423</u>	<u>\$ 51,554,442</u>
\$	415,271	\$ 406,813	\$ 1,030,515	\$ 960,898	\$ 1,159,785	\$ 714,788
	30,347,598	34,367,024	30,247,351	40,785,902	42,155,557	45,484,328
	4,660,158	3,009,111	5,823,218	7,901,868	10,202,856	3,769,015
	<u>(2,021,937)</u>	<u>(1,185,047)</u>	<u>(2,703,558)</u>	<u>(1,561,830)</u>	<u>-</u>	<u>(1,006,837)</u>
\$	<u>33,401,090</u>	<u>\$ 36,597,901</u>	<u>\$ 34,397,526</u>	<u>\$ 48,086,838</u>	<u>\$ 53,518,198</u>	<u>\$ 48,961,294</u>

CITY OF DUBUQUE, IOWA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal -			
	2014	2015	2016	2017
Revenues				
Taxes	\$ 46,034,361	\$ 50,490,204	\$ 51,580,084	\$ 55,949,111
Special assessments	154,692	85,501	111,193	261,233
Licenses and permits	1,136,941	1,198,420	1,480,643	1,505,564
Intergovernmental	23,050,052	20,828,524	29,302,824	26,314,297
Charges for services	10,264,257	10,711,243	10,919,854	10,816,025
Fines and forfeits	455,219	362,661	421,925	484,687
Investment earnings	756,809	668,134	1,082,165	335,577
Contributions	678,561	789,268	1,440,405	689,237
Gaming	7,878,008	7,397,709	8,440,161	8,098,324
Miscellaneous	1,705,275	1,466,542	1,367,875	1,811,681
Total revenues	\$ <u>92,114,175</u>	\$ <u>93,998,206</u>	\$ <u>106,147,129</u>	\$ <u>106,265,736</u>
Expenditures				
Current				
Public safety	\$ 27,644,190	\$ 27,570,773	\$ 28,036,551	\$ 29,155,128
Public works	13,942,772	11,200,427	14,597,823	11,728,716
Health and social services	1,049,194	939,172	1,015,987	868,280
Culture and recreation	12,351,497	12,300,454	11,909,029	12,397,294
Community and economic development	14,420,980	16,418,909	13,473,413	16,474,553
General government	5,898,293	5,977,605	6,436,114	7,287,586
Debt service				
Principal	4,595,808	4,910,735	10,302,412	17,615,698
Interest	3,650,694	3,577,829	3,707,268	3,579,807
Capital projects	18,779,651	14,829,037	31,504,581	16,260,851
Total expenditures	\$ <u>102,333,079</u>	\$ <u>97,724,941</u>	\$ <u>120,983,178</u>	\$ <u>115,367,913</u>
Excess (deficiency) of revenues over (under) expenditures	\$ <u>(10,218,904)</u>	\$ <u>(3,726,735)</u>	\$ <u>(14,836,049)</u>	\$ <u>(9,102,177)</u>
Other Financing Sources (Uses)				
Issuance of debt	\$ -	\$ 11,137,321	\$ 3,933,882	\$ 230,000
Discount on bonds	-	72,852	292,521	319,384
Premiums on bonds	-	-	-	-
Issuance of refunding bonds	-	-	-	11,023,700
Payment to refunded bonds escrow agent	-	-	4,650,000	-
Transfers in	15,862,516	18,073,553	17,397,007	18,814,586
Transfers out	(17,294,762)	(25,241,795)	(18,376,907)	(19,917,219)
Insurance recovery	59,796	106,288	86,359	41,345
Sale of capital assets	666,648	360,436	1,063,814	378,861
Total other financing sources (uses)	\$ <u>(705,802)</u>	\$ <u>4,508,655</u>	\$ <u>9,046,676</u>	\$ <u>10,890,657</u>
Special Items				
Transfer of roads	\$ -	\$ -	\$ -	\$ -
Total special items	\$ -	\$ -	\$ -	\$ -
Net change in fund balances	\$ <u>(10,924,706)</u>	\$ <u>781,920</u>	\$ <u>(5,789,373)</u>	\$ <u>1,788,480</u>
Debt service as a percentage of noncapital expenditures	10%	10%	15%	21%

TABLE 4

Year						
2018	2019	2020	2021	2022	2023	
\$ 55,362,621	\$ 54,101,901	\$ 54,818,674	\$ 57,809,028	\$ 61,106,001	\$ 62,496,318	
122,968	113,178	76,394	101,219	42,996	118,387	
1,642,498	1,619,892	1,497,086	1,983,531	2,211,503	1,915,186	
27,229,554	31,359,695	28,618,060	31,984,376	27,568,957	31,162,370	
11,559,017	12,476,036	10,994,598	13,480,915	16,152,093	16,555,832	
407,322	404,400	365,458	375,268	303,348	369,273	
688,769	1,701,846	1,699,015	120,890	(401,489)	5,500,145	
816,922	1,343,916	1,163,721	3,564,843	809,911	2,542,916	
8,062,251	8,708,702	7,394,294	8,077,003	12,000,140	9,846,790	
1,589,072	1,526,804	3,517,089	1,399,203	2,870,089	1,887,319	
<u>\$ 107,480,994</u>	<u>\$ 113,356,370</u>	<u>\$ 110,144,389</u>	<u>\$ 118,896,276</u>	<u>\$ 122,663,549</u>	<u>\$ 132,394,536</u>	
\$ 28,581,466	\$ 28,807,920	\$ 29,518,515	\$ 29,038,359	\$ 31,256,017	\$ 33,748,788	
11,687,309	12,851,393	11,838,812	12,104,310	15,643,225	17,537,029	
854,045	1,046,184	1,340,544	1,067,491	880,876	1,015,604	
12,776,591	13,037,048	13,199,378	11,917,333	14,626,704	17,166,367	
20,350,200	15,730,191	16,685,406	17,531,856	18,756,833	19,011,697	
6,755,479	6,571,094	7,447,439	7,499,790	7,930,781	7,728,869	
					-	
7,989,850	5,509,605	7,065,499	27,524,288	4,518,117	5,545,842	
3,274,200	3,320,911	3,044,421	2,997,621	2,693,685	2,707,063	
17,402,848	20,145,054	21,089,439	15,308,122	17,435,407	25,289,860	
<u>\$ 109,671,988</u>	<u>\$ 107,019,400</u>	<u>\$ 111,229,453</u>	<u>\$ 124,989,170</u>	<u>\$ 113,741,645</u>	<u>\$ 129,751,119</u>	
<u>\$ (2,190,994)</u>	<u>\$ 6,336,970</u>	<u>\$ (1,085,064)</u>	<u>\$ (6,092,894)</u>	<u>\$ 8,921,904</u>	<u>\$ 2,643,417</u>	
\$ 110,000	\$ 2,883,875	\$ 1,372,907	\$ -	\$ 9,565,000	\$ 811,353	
16,915	81,693	62,182	953,857	123,888	-	
-	-	-	-	-	-	
1,778,325	-	-	25,605,950	-	-	
-	-	-	-	-	-	
18,889,096	17,025,952	17,146,200	13,730,128	12,868,560	10,591,993	
(20,980,391)	(18,876,402)	(19,858,343)	(19,145,976)	(16,765,216)	(12,975,637)	
98,058	87,843	71,604	136,979	17,327	288,664	
2,154,546	96,035	665,289	924,656	282,482	916,325	
<u>\$ 2,066,549</u>	<u>\$ 1,298,996</u>	<u>\$ (540,161)</u>	<u>\$ 22,205,594</u>	<u>\$ 6,092,041</u>	<u>\$ (367,302)</u>	
\$ -	\$ -	\$ -	\$ 5,672,000	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ 5,672,000	\$ -	\$ -	
<u>\$ (124,445)</u>	<u>\$ 7,635,966</u>	<u>\$ (1,625,225)</u>	<u>\$ 21,784,700</u>	<u>\$ 15,013,945</u>	<u>\$ 2,276,115</u>	
12%	10%	11%	28%	7%	8%	

**CITY OF DUBUQUE, IOWA
TAXABLE AND ASSESSED VALUE OF PROPERTY
LAST TEN FISCAL YEARS
(IN THOUSANDS OF DOLLARS)**

TABLE 5

Levy Year	Fiscal Year	Real Property		Exemptions	Total		Total Taxable Value to Total Assessed Value	Total Direct Tax Rate
		Taxable Value	Assessed Value	Real Property	Taxable Value	Assessed Value		%
2012	2014	2,398,151	3,503,774	8,799	2,389,352	3,503,774	68.19	11.02586
2013	2015	2,522,048	3,686,202	8,729	2,513,319	3,686,202	68.18	11.02588
2014	2016	2,508,933	3,723,003	8,631	2,500,302	3,723,003	67.16	11.02590
2015	2017	2,652,700	3,914,425	8,086	2,644,614	3,914,425	67.56	11.16739
2016	2018	2,686,813	3,931,498	7,783	2,679,030	3,931,498	68.14	10.89220
2017	2019	2,765,470	4,141,732	7,921	2,757,549	4,141,732	66.58	10.58844
2018	2020	2,825,245	4,185,444	7,640	2,817,605	4,185,444	67.50	10.33144
2019	2021	2,912,635	4,378,243	7,531	2,905,104	4,378,243	66.53	10.14400
2020	2022	2,980,617	4,463,262	7,432	2,973,185	4,463,262	66.61	9.88899
2021	2023	3,100,106	4,803,254	7,371	3,092,735	4,803,254	64.39	9.71686

Source: Dubuque County Assessor's and Auditor's Offices

**CITY OF DUBUQUE, IOWA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS
TAX RATES PER \$1,000 ASSESSED VALUE**

TABLE 6

Levy Year	Fiscal Year	Dubuque City	Dubuque School District	Board of Education and Independents	Area 1 Voc. Tech	Dubuque County	Total	Ratio of Dubuque City to Total
2012	2014	11.02586	14.60281	0.75274	0.90455	6.43124	33.71720	32.70 %
2013	2015	11.02588	13.99630	0.66355	0.90807	6.43124	33.02504	33.39
2014	2016	11.02590	14.05629	0.63899	0.91036	6.38779	33.01933	33.39
2015	2017	11.16739	14.97697	0.63146	0.93757	6.29673	34.01012	32.84
2016	2018	10.89220	14.95665	0.62780	1.09993	6.34143	33.91801	32.11
2017	2019	10.58844	14.59791	0.65204	1.09993	5.97760	32.91592	32.17
2018	2020	10.33144	14.71233	0.64911	1.03168	5.94098	32.66554	31.63
2019	2021	10.14400	14.66255	0.62819	0.94734	5.91098	32.29306	31.41
2020	2022	9.88899	14.55590	0.61829	0.90520	5.74009	31.70847	31.19
2021	2023	9.71686	13.91240	0.66681	0.90520	5.35009	30.55136	31.80

Separate components of the Dubuque City Rate is as follows:

Levy Year	Fiscal Year	General	Public Transit	Insurance	Employee Benefits	Debt Service	Total
2012	2014	8.10000	0.38382	0.16288	2.33093	0.04823	11.02586
2013	2015	8.10000	0.48268	0.16595	2.23209	0.04516	11.02588
2014	2016	8.10000	0.48461	0.16428	2.16440	0.11261	11.02590
2015	2017	8.10000	0.49739	0.14963	2.30637	0.11400	11.16739
2016	2018	8.10000	0.66319	0.15561	1.89350	0.07990	10.89220
2017	2019	8.10000	0.62877	0.13933	1.62026	0.10008	10.58844
2018	2020	8.10000	0.61307	0.13974	1.38492	0.09371	10.33144
2019	2021	8.10000	0.63405	0.14103	1.17623	0.09269	10.14400
2020	2022	8.10000	0.60512	0.16791	0.92381	0.09215	9.88899
2021	2023	8.10000	0.58311	0.18212	0.82988	0.02175	9.71686

Source: Dubuque County Auditor's Office

**CITY OF DUBUQUE, IOWA
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(IN THOUSANDS OF DOLLARS)**

TABLE 7

Taxpayer	2023			2014		
	Taxable Value	Rank	Percentage of Total City Taxable Value	Taxable Value	Rank	Percentage of Total City Taxable Value
Peninsula Gaming Company LLC	\$ 57,487	1	1.85 %	\$ 61,326	1	2.56 %
Kennedy Mall Inc.	30,088	2	0.97	35,312	2	1.47
Progressive Processing LLC (Hormel)	22,852	3	0.74	21,397	3	0.89
MAR Holdings LLC (Medical Assoc.)	20,336	4	0.66	21,307	4	0.89
KMDE LLC	16,887	5	0.54			
Walter Development LLC	13,348	6	0.43	16,639	6	0.69
Nordstrom, Inc.	13,320	7	0.43	18,599	5	0.78
MGI Leasing Inc	12,547	8	0.40			
MRE Propco LP	11,457	9	0.37			
Roshek Property LLC	10,785	10	0.35			
McGraw Hill Global Education LLC				15,907	7	0.66
Otto A LLC				14,100	8	0.59
Platinum Holdings LLC				11,817	9	0.49
Flexsteel Industries Inc.				11,409	10	0.48
	<u>\$ 209,107</u>		<u>6.74 %</u>	<u>\$ 227,813</u>		<u>9.50 %</u>

Source: Dubuque County Auditor's Office

**CITY OF DUBUQUE, IOWA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(IN THOUSANDS OF DOLLARS)**

TABLE 8

Fiscal Year	Levy Year	Total Tax Levy (1)	Current Tax Collections	Percent of Current Taxes Collected	Delinquent Tax Collections	Total Tax Collections (2)	Total Tax Collections to Total Tax Levy	Outstanding Delinquent Taxes	Ratio of Delinquent Taxes to Total Tax Levy
2014	2013	\$ 23,993	\$ 23,915	99.7 %	\$ 8	\$ 23,923	99.7 %	\$ 211	0.88 %
2015	2014	24,866	24,715	99.4	7	24,722	99.4	362	1.46
2016	2015	24,944	24,889	100.0	84	24,973	100.0	288	1.15
2017	2016	26,435	26,318	99.6	2	26,320	99.6	354	1.34
2018	2017	25,924	26,026	100	1	26,027	100.4	199	0.77
2019	2018	26,556	26,442	99.6	4	26,446	99.6	202	0.76
2020	2019	26,360	26,106	99.0	1	26,107	99.0	1,096	4.16
2021	2020	26,263	26,289	100.1	239	26,528	101.0	611	2.33
2022	2021	26,260	26,142	99.6	41	26,183	99.7	478	1.82
2023	2022	26,250	26,279	100.1	10.00	26,289	100.1	466	1.78

(1) Exclude tax increment levy.

(2) Includes taxes collected in June by the County, but not received by the City until July.

CITY OF DUBUQUE, IOWA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities						Business -
	General Obligation Bonds	Tax Increment Financing Bonds	Tax Increment Financing Notes	Other Loans Payable	Leases Payable	Subscriptions Payable	General Obligation Bonds
2014	\$ 52,568,648	\$ 21,556,435	\$ 1,030,036	\$ 5,541,428	\$ -	\$ -	\$ 32,738,862
2015	59,614,941	21,165,946	811,608	5,444,285	-	-	45,868,394
2016	58,869,812	20,764,818	625,429	5,347,142	-	-	46,806,473
2017	53,800,719	20,333,690	451,763	4,650,000	-	-	44,487,023
2018	48,833,498	19,867,562	255,881	4,067,700	-	-	41,979,910
2019	46,917,828	19,366,434	176,054	3,984,111	-	-	39,246,002
2020	41,985,513	18,825,306	91,860	3,899,264	-	-	36,220,856
2021	41,745,365	18,244,178	46,195	3,748,361	-	-	34,104,175
2022	47,326,155	17,654,438	-	3,473,387	208,537	-	30,576,996
2023	43,714,425	16,985,776	-	3,210,157	164,142	1,798,899	27,302,991

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements
2016 data changed to include premium and discounts in the outstanding computation

(1) Population and personal income data can be found in Table 18

* Personal income unavailable at report date.

TABLE 9

Type Activities								
	Capital Loan Notes	Revenue Bonds	Other Loans Payable	Leases Payable	Subscriptions Payable	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
\$	82,924,949	\$ 14,151,437	\$ 286,263	\$ -	\$ -	\$ 210,798,058	8.1 %	\$ 3,657
	85,477,970	34,543,432	262,055	-	-	253,188,631	10.0	4,393
	104,156,549	34,196,999	236,623	-	-	271,003,845	9.9	4,637
	110,513,944	33,840,566	5,209,900	-	-	273,287,605	10.1	4,648
	112,765,210	33,474,133	4,181,826	-	-	265,425,720	9.1	4,555
	111,655,588	33,097,700	3,152,331	-	-	257,596,048	8.4	4,446
	116,965,647	32,706,767	2,152,331	-	-	252,847,544	7.7	4,238
	115,011,616	32,304,834	1,088,786	-	-	246,293,510	7.5	4,135
	113,108,033	31,677,569	54,850	251,803	-	244,331,768	6.9	4,133
	108,521,425	29,096,115	-	224,936	11,549	231,030,415	*	3,924

CITY OF DUBUQUE, IOWA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
DOLLARS IN THOUSANDS EXCEPT PER CAPITA

TABLE 10

<u>Fiscal Year</u>	<u>General Obligation Bonds</u>	<u>Taxable Value of Property</u>	<u>Percentage of Taxable Value of Property</u>	<u>Assessed Value of Property</u>	<u>Percentage of Assessed Value of Property</u>	<u>Per Capita</u>
2014	\$ 85,308	\$ 2,398,151	3.56 %	\$ 3,503,774	2.43 %	\$ 1,480
2015	105,483	2,522,048	4.18	3,686,202	2.86	1,830
2016	105,676	2,508,933	4.21	3,723,003	2.84	1,808
2017	98,288	2,652,700	3.71	3,914,425	2.51	1,672
2018	90,813	2,686,813	3.38	3,931,498	2.31	1,558
2019	86,164	2,765,470	3.12	4,141,732	2.08	1,487
2020	78,206	2,825,245	2.77	4,185,444	1.87	1,351
2021	75,850	2,912,635	2.60	4,378,243	1.73	1,310
2022	77,903	2,980,617	2.62	4,463,262	1.75	1,350
2023	71,017	3,100,106	2.29	4,803,254	1.48	1,206

Prior year information has been modified to net GO Bonds with the fund balance in Debt Service fund.

General obligation bonds are netted with the fund balance in the Debt Service fund.

CITY OF DUBUQUE, IOWA
DIRECT AND OVERLAPPING DEBT
AS OF JUNE 30, 2023

TABLE 11

<u>Jurisdiction</u>	<u>Net General Obligation Bonded Debt Outstanding</u>	<u>Tax Increment Financing Bonds ⁽¹⁾</u>	<u>Sales Tax Revenue Bonds</u>	<u>Other Loans Payable</u>	<u>Leases Payable</u>	<u>Subscriptions Payable</u>	<u>Percentage Applicable to City</u>	<u>Amount Applicable to Government</u>
Direct, City of Dubuque, Iowa	\$ 43,714,425	\$ 16,985,776	\$ 3,374,299	\$ 3,210,157	\$ 389,078	\$ 1,810,448	100.00 %	\$ 69,484,183
Overlapping:								
Dubuque County	15,760,000	-	-	83,284	-	-	72.69 %	11,516,483
Dubuque Community School District	-	-	-	-	-	-	96.19 %	-
Northeast Iowa Community College	33,820,000	-	-	19,525,000	-	-	72.78 %	38,824,491
Total Overlapping	49,580,000	-	-	19,608,284	-	-		50,340,974
Total	\$ 93,294,425	\$ 16,985,776	\$ 3,374,299	\$ 22,818,441	\$ 389,078	\$ 1,810,448		\$ 119,825,157

⁽¹⁾ Excludes sales tax revenue bonds.

Source: Dubuque County Auditor, Dubuque Community School District and Northeast Iowa Community College.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Dubuque. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

CITY OF DUBUQUE, IOWA
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS
(IN THOUSANDS OF DOLLARS)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Debt limit	\$ 183,621	\$ 193,114	\$ 196,031	\$ 207,174
Total net debt applicable to limit	<u>131,289</u>	<u>154,643</u>	<u>152,386</u>	<u>141,076</u>
Legal debt margin	\$ <u>52,332</u>	\$ <u>38,471</u>	\$ <u>43,645</u>	\$ <u>66,098</u>
Total net debt applicable to the debt limit as a percentage of debt limit	71.50%	80.08%	77.74%	68.10%

TABLE 12

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 209,049	\$ 221,513	\$ 239,298	\$ 239,298	\$ 241,616	\$ 259,297
<u>124,926</u>	<u>117,223</u>	<u>109,021</u>	<u>102,256</u>	<u>101,870</u>	<u>93,413</u>
\$ <u>84,123</u>	\$ <u>104,290</u>	\$ <u>130,277</u>	\$ <u>137,042</u>	\$ <u>139,746</u>	\$ <u>165,884</u>
59.76%	52.92%	45.56%	42.73%	42.16%	36.03%

Legal Debt Margin Calculation for Fiscal Year 2023

Estimated actual value	\$ <u>5,185,945,799</u>
Debt limit - 5% of total actual valuation	259,297,290
Debt applicable to limit: (Including GO Debt, Loans Payable, and TIF Debt)	(93,412,875)
Legal debt margin	\$ <u>165,884,415</u>

**CITY OF DUBUQUE, IOWA
REVENUE DEBT COVERAGE
LAST TEN FISCAL YEARS
(IN THOUSANDS OF DOLLARS)**

TABLE 13

(IN THOUSANDS OF DOLLARS)														
Fiscal Year	Gross Revenues		Operating Expenses	Net Revenue Available For Debt Service	Current Fiscal Year's Debt Service Requirements			Coverage (3)						
	(1)	(2)			Principal	Interest	Total							
WATER UTILITY														
2014	\$	7,283	\$	7,384	\$	(101)	\$	432	\$	344	\$	776	\$	-0.13
2015		7,511		6,322		1,189		275		218		493		2.41
2016		8,508		4,826		3,682		285		211		496		7.42
2017		8,589		4,678		3,911		473		305		778		5.03
2018		8,962		4,989		3,973		489		288		777		5.11
2019		9,160		5,726		3,434		505		345		850		4.04
2020		9,497		5,599		3,898		1,049		371		1,420		2.75
2021		9,684		5,605		4,079		1,235		411		1,646		2.48
2022		10,198		5,443		4,755		1,234		355		1,589		2.99
2023		10,999		6,477		4,522		827		262		1,089		4.15
STORMWATER UTILITY														
2013		3,194		2,019		1,175		462		268		730		1.61
2014		3,240		1,833		1,407		320		309		629		2.24
2015		3,551		2,162		1,389		331		311		642		2.16
2016		3,948		2,140		1,808		341		301		642		2.82
2017		4,224		2,601		1,623		352		291		643		2.52
2018		4,486		2,374		2,112		363		283		646		3.27
2019		5,062		3,229		1,833		343		273		616		2.98
2020		5,303		1,964		3,339		1,503		711		2,214		1.51
2021		5,194		2,285		2,909		1,039		381		1,420		2.05
2022		5,238		2,951		2,287		1,064		414		1,478		1.55
2023		6,368		2,461		3,907		2,282		704		2,986		1.31
SEWAGE DISPOSAL WORKS														
2013		8,951		6,113		2,838		1,719		1,443		3,162		0.90
2014		10,083		6,754		3,329		2,326		1,423		3,749		0.89
2015		10,629		6,950		3,679		2,603		1,358		3,961		0.93
2016		12,237		7,702		4,535		2,610		1,435		4,045		1.12
2017		12,475		6,082		6,393		2,652		1,454		4,106		1.56
2018		12,731		6,360		6,371		2,707		1,476		4,183		1.52
2019		12,667		7,013		5,654		2,878		1,429		4,307		1.31
2020		12,777		6,645		6,132		2,946		1,362		4,308		1.42
2021		13,040		7,195		5,845		3,006		1,373		4,379		1.33
2022		13,878		7,290		6,588		3,065		1,309		4,374		1.51
2023		15,387		8,236		7,151		3,129		1,244		4,373		1.64

(1) Total revenues (including interest).

(2) Total operating expenses exclusive of depreciation.

(3) Coverage is computed by dividing net revenue available for debt service by debt service requirement.

**CITY OF DUBUQUE, IOWA
WATER AND SEWER RECEIPT HISTORY
LAST TEN FISCAL YEARS**

TABLE 14

Fiscal Year	Water Revenue	Sewer Revenue	Gallons Billed
2014	\$ 7,028,091	\$ 9,756,996	\$ 1,845,151,329
2015	7,231,393	10,417,833	1,864,028,948
2016	8,159,240	11,772,847	1,883,797,577
2017	8,248,796	12,000,115	1,844,997,688
2018	8,525,072	12,015,480	1,632,426,374
2019	8,636,521	12,266,217	1,750,735,443
2020	8,958,162	12,395,751	1,738,198,948
2021	9,040,349	12,583,458	1,774,274,430
2022	9,969,922	13,806,812	1,879,915,407
2023	10,532,570	14,801,136	1,917,094,261

Source: Cash basis receipt ledgers.

*Revenue includes penalties and investment earnings cc
New in 2015 - revenue does not include sales tax. All y
New in 2020 - revenue does not include bonds.

WATER RATE SCHEDULE HISTORY

Steps	Gallons		2023	2022	2021	2020	2019	2018	2017	2016
First	22,440	@ \$	0.00553	0.00527	0.00512	0.00512	0.00488	0.00474	0.00460	0.00447
Next	89,760	@	0.00454	0.00432	0.00419	0.00419	0.00399	0.00387	0.00376	0.00365
Next	261,800	@	0.00423	0.00403	0.00310	0.00391	0.00372	0.00361	0.00350	0.00340
Next	374,000	@	0.00373	0.00355	0.00345	0.00345	0.00329	0.00319	0.00310	0.00301
Excess		@	0.00327	0.00311	0.00302	0.00302	0.00288	0.00280	0.00272	0.00264

**CITY OF DUBUQUE, IOWA
WATER METERS BY RATE CLASS
LAST TEN FISCAL YEARS**

TABLE 15

Fiscal Year	Residential	Commercial	Industrial	Government	Total
2014	20,887	1,945	81	68	22,981
2015	20,969	1,968	83	76	23,096
2016	21,157	1,972	84	104	23,317
2017	21,522	2,061	83	114	23,780
2018	20,498	2,019	83	115	22,715
2019	20,523	2,148	80	147	22,898
2020	21,886	1,941	69	138	24,034
2021	22,866	2,010	70	148	25,094
2022	23,360	2,138	75	171	25,744
2023	22,214	2,051	73	167	24,505

Source: Water Department

**CITY OF DUBUQUE, IOWA
LARGEST WATER AND SEWER CUSTOMERS
FISCAL YEAR 2023**

TABLE 16

Customer	Water Receipts	Rank	Percentage of Total Water Receipts		Sewer Receipts	Rank	Percentage of Total Sewer Receipts
Simmons Pet Food, Inc.	\$ 773,946	1	7.35 %				
Rousselot Inc #155296	313,550	2	2.98				
Prairie Farms Dairy Inc	270,997	3	2.57				
Hormel Foods Corporation*	183,635	4	1.74	\$	429,586	1	2.90 %
Hormel Foods Corporation*	150,177	5	1.43		347,993	2	2.35
APC, Inc.	51,684	6	0.49		-		
Finley Hospital	50,418	7	0.48		78,901	7	0.53
Stonehill Nursing Home	49,593	8	0.47		93,289	5	0.63
Yes Companies Exp Fred, LLC	46,221	9	0.44		84,527	4	0.57
Mercy Health Services - Iowa Corp	42,479	10	0.40				
Discover Hospitality					260,975	3	1.76
Alpine Park MHC LLC					85,119	6	0.58
IADU Table Mound MHP LLC					72,675	8	0.49
Midwest Car Washes LLC*					64,806	9	0.44
Ronsan Enterprises In/Days Inn					59,627	10	0.40
Total Receipts from all water and sewer customers	\$ 10,532,570			\$	14,801,136		

Source: Water Department

* Same company, separate accounts. Previous years combined several accounts with the same business name. Now listed separately.

CITY OF DUBUQUE, IOWA
SALES TAX INCREMENT BONDS
FISCAL YEAR ENDING JUNE 30, 2023

TABLE 17

Fiscal Year		Estimated Sales Tax Increment Revenue Receipts*	Senior Lien Series 2015A Net Debt Service (1)	Remaining Revenues After Senior Lien Debt Service	Second Lien Series 2014 Net Debt Service (2)	Remaining Revenues After Second Lien Debt Service
2015	*	\$ 2,037,489	\$ -	\$ 2,037,489	\$ -	\$ 2,037,489
2016	*	2,532,846	-	2,532,846	-	2,532,846
2017	*	3,945,134	-	3,945,134	(323,100)	3,622,034
2018	*	3,654,915	(762,650)	2,892,265	(323,100)	2,569,165
2019	*	4,207,297	(762,650)	3,444,647	(323,100)	3,121,547
2020	*	4,709,559	(762,650)	3,946,909	(323,100)	3,623,809
2021	*	4,068,763	(762,650)	3,306,113	(323,100)	2,983,013
2022	*	9,751,827	(762,650)	8,989,177	(323,100)	8,666,077
2023	*	7,079,324	(762,650)	6,316,674	(323,100)	5,993,574
2024		6,956,351	(2,771,000)	4,185,351	(1,393,500)	2,791,851
2025		6,957,401	(2,768,969)	4,188,432	(1,400,500)	2,787,932
2026		6,952,046	(2,771,031)	4,181,015	(1,344,250)	2,836,765
2027		6,952,532	(2,768,719)	4,183,813	(1,363,000)	2,820,813
2028		6,947,494	(2,768,394)	4,179,100	(1,365,000)	2,814,100
2029		6,723,750	(2,767,300)	3,956,450	(1,365,000)	2,591,450
2030		6,250,000	(2,768,800)	3,481,200	-	3,481,200
2031		4,467,912	(2,766,400)	1,701,512	-	1,701,512
2032		2,217,912	-	2,217,912	-	2,217,912
2033		2,250,000	-	2,250,000	-	2,250,000

* Actual Receipts

(1) Net of capitalized interest and the debt service reserve fund

(2) Net of capitalized interest

**CITY OF DUBUQUE, IOWA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS**

TABLE 18

Year	Population	Personal Income	Per Capita Personal Income (1)	Median Age (2)	Public School Enrollment (3)	Unemployment Rate (4)
2014	57,637	\$ 2,560,293,177	44,421	39	10,578	4.4 %
2015	57,637	2,645,653,574	45,902	38	10,634	3.7
2016	58,436	2,734,454,184	46,794	38	10,588	3.9
2017	58,799	2,717,101,790	46,210	38	10,556	2.9
2018	58,276	2,903,485,148	49,823	37	10,507	2.2
2019	57,941	3,049,782,476	52,636	38	10,459	2.2
2020	59,667	3,294,692,406	55,218	38	10,558	9.1
2021	59,565	3,286,655,724	56,782	39	10,371	5.4
2022	59,119	3,550,095,950	60,050	39	10,120	2.9
2023	58,877	*	63,520	40	9,996	2.9

Data Sources:

- (1) U.S. Department of Commerce, Bureau of Economic Analysis
- (2) Greater Dubuque Development Corporation
- (3) Dubuque Community School District
- (4) Iowa Department of Employment Services as of June 30.

* Unavailable at report date.

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**CITY OF DUBUQUE, IOWA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO**

TABLE 19

Employer	2023			2014		
	# of Employees	Rank	Percentage of Total City Employment (1)	# of Employees	Rank	Percentage of Total City Employment (1)
John Deere (2)	2,600	1	4.79 %	2,400	1	4.30 %
Dubuque Community Schools	1,957	2	3.60	1,946	2	3.49
Mercy One Medical Center	1,410	3	2.60	1,313	3	2.35
Medical Associates	1,061	4	1.95	1,011	5	1.81
Unity Point Health-Finley Hospital	975	5	1.80	859	6	1.54
Andersen Windows	750	6	1.38			
City of Dubuque	737	7	1.36	698	7	1.25
Sedgwick	725	8	1.34	550	9	0.99
Cottingham & Butler	715	9	1.32			
Dubuque Bank and Trust / Heartland	600	10	1.10			
IBM				1,300	4	2.33
Diamond Jo				510	10	0.91
Eagle Window and Door				550	8	0.99
	<u>11,530</u>		21.24 %	<u>11,137</u>		19.96 %

Source: Greater Dubuque Development Corp.

(1) Based on the percentage of total employment for Dubuque area from the U.S. Department of Labor, Bureau of Labor Statistics

(2) Located just outside City Limits

CITY OF DUBUQUE, IOWA
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY
FUNCTION/DEPARTMENT
LAST TEN FISCAL YEARS

	2014	2015	2016	2017	2018
Public Safety					
Emergency Communications	13.00	13.00	13.00	14.00	14.00
Fire	90.00	90.00	90.00	90.00	90.00
Police	115.08	115.88	116.00	116.00	116.00
⁵ Building Services	9.24	11.66	12.00	12.00	12.00
Public Works					
Public Works	86.42	86.42	86.42	86.42	86.42
Engineering	29.00	29.00	30.00	30.00	26.06
Health & Social Services					
Health Services	4.00	4.00	4.00	4.00	4.00
Human Rights	5.00	5.00	5.00	5.00	5.00
Cultural and Recreation					
Civic Center	0.15	0.15	0.15	0.15	0.15
Conference Center	-	-	-	-	-
Library	19.00	19.00	19.00	19.00	19.00
Park	23.50	23.50	23.50	22.50	22.50
Recreation	9.93	10.93	11.93	11.93	11.93
Community & Economic Development					
Community / Economic Dev	4.00	4.00	2.00	2.00	3.00
Housing Services	27.00	26.00	21.00	25.00	25.00
Planning Services	8.00	8.00	8.00	8.00	8.00
⁶ Office of Neighborhood Support and Shared Prosperity	-	-	-	-	-
General Government					
Airport	12.00	12.00	12.00	12.00	12.00
Cable TV	2.00	2.00	2.00	2.00	2.00
City Clerk's Office	3.00	3.00	3.00	3.00	3.00
City Manager's Office	15.00	16.00	16.00	16.00	17.00
⁴ Finance / Budget	14.08	14.88	15.00	15.00	15.00
Legal	5.00	5.00	5.00	5.00	4.00
Information Services	8.00	8.00	8.00	8.00	8.00
Business Type					
Water	26.00	26.00	25.00	25.00	25.00
¹ Water & Resource Recovery Center	18.00	18.00	17.00	17.00	17.00
² Parking	9.00	9.00	9.00	8.00	7.00
³ Transportation Services	6.32	8.00	13.00	13.00	14.00
Total	<u>561.72</u>	<u>568.42</u>	<u>567.00</u>	<u>570.00</u>	<u>567.06</u>

Source: City Budget Records

Departments with employees who are allocated to more than one function reflected in area with largest number of employ

¹Department renamed in 2011. Formerly known as the Water Pollution Control.

²Parking division merged with Transit to become the Transportation Services Department

³Department renamed FY'19 Transportation Services when Parking division merged with Transit

⁴Finance and Budget consolidated in FY20.

⁵Building Services was disbanded and merged with Housing & Engineering in FY23

⁶Office of Neighborhood Support and Shared Prosperity created in FY23.

TABLE 20

2020	2021	2022	2023
15.00	15.00	15.00	16.00
91.00	92.00	92.00	99.00
118.00	119.00	119.00	120.00
11.00	11.00	12.00	-
87.42	89.42	89.42	90.42
27.00	28.00	28.00	36.00
5.00	6.00	6.00	7.00
5.00	4.00	4.00	3.00
0.15	0.15	0.15	0.15
-	-	-	0.15
19.00	20.00	20.00	21.00
22.50	22.50	22.50	23.35
11.93	11.93	12.93	16.93
3.00	3.00	3.00	3.00
27.00	29.00	29.00	35.00
8.00	8.00	8.00	8.00
-	-	-	3.00
12.00	12.00	12.00	13.00
2.00	2.00	2.00	2.00
3.00	3.00	3.00	4.00
15.50	18.00	18.00	21.00
19.00	19.00	19.00	19.00
4.00	5.00	5.00	5.00
8.00	8.00	8.00	11.00
25.00	25.00	25.00	25.00
15.00	15.00	15.00	15.00
-	-	-	-
23.00	23.00	23.00	27.00
577.50	589.00	591.00	624.00

CITY OF DUBUQUE, IOWA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal -			
	2014	2015	2016	2017
Public Safety				
Police				
Physical arrests	5,532	3,767	3,397	3,238
Traffic violations	8,959	7,354	9,058	9,063
Parking violations	36,768	37,635	38,880	33,953
Fire				
Number of calls answered	5,165	5,603	5,750	5,990
Inspections conducted	471	791	993	1,649
Sewer				
Sewage system				
Daily average treatment in gallons	7,091,000	7,237,000	7,016,000	7,377,000
Maximum daily capacity of treatment plant in gallons	24,500,000	24,500,000	24,500,000	24,500,000
Water systems				
Daily average consumption in gallons	7,235,000	6,956,000	7,068,184	7,200,000
Maximum daily capacity of plant in gallons	18,000,000	18,000,000	18,000,000	18,000,000
Refuse (Municipal Collection)				
Tonnage	10,311	10,690	11,098	11,284

Sources: Various City Departments.

Statistics updated for fiscal year 2017.

TABLE 21

Year					
2018	2019	2020	2021	2022	2023
3,519	3,403	2,830	2,491	2,573	2,783
9,415	8,369	7,156	5,312	6,317	6,411
32,857	25,685	18,044	20,428	19,851	20,428
5,949	6,058	6,304	7,277	7,814	7,696
1,675	1,232	1,260	296	807	763
7,900,000	7,930,000	8,730,000	6,682,013	6,682,013	7,120,000
24,500,000	24,500,000	24,500,000	24,500,000	24,500,000	24,500,000
6,917,000	6,133,000	6,210,000	6,390,000	6,510,000	6,678,000
18,000,000	18,000,000	18,000,000	13,000,000	13,000,000	9,317,000
11,481	11,569	12,212	13,482	13,290	12,769

**CITY OF DUBUQUE, IOWA
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS**

	2014	2015	2016	2017
Public safety				
Police				
Stations	1	1	1	1
Patrol units	22	22	22	22
Fire				
Stations	6	6	6	6
Aerial trucks	3	3	3	3
Public works				
Streets				
Miles ⁽¹⁾	331	333	332	336
Street Lights ⁽¹⁾	2,110	2,161	2,162	2,184
Health and social services				
Hospital	2	2	2	2
Number of patient beds	389	373	373	373
Cultural and recreation				
Library	1	1	1	1
Golf	1	1	1	1
Parks	51	53	53	53
Acreage	1,001	974	974	974
Recreation				
Civic center	1	1	1	1
Swimming pools	2	2	2	2
Softball fields	7	11	11	11
Baseball fields	1	1	1	1
Accessible ballfield	-	-	-	-
Tennis courts	20	20	20	20
Sewer				
Sewage system				
Miles of Sanitary Sewer ⁽¹⁾	307	320	322	326
Miles of Storm Sanitary Sewer ⁽¹⁾	144	145	147	152
Number of treatment plants	1	1	1	1
Number of service connectors	22,888	22,928	23,119	23,343
Water systems				
Miles of water mains	315	318	329	337
Number of service connectors	22,702	22,787	22,970	23,443
Number of city owned fire hydrants	2,336	2,346	2,380	2,450

Sources: Various City Departments

⁽¹⁾ City GIS system

TABLE 22

2018	2019	2020	2021	2022	2023
1	1	1	1	1	1
22	22	22	22	22	22
6	6	6	6	6	6
3	3	3	3	3	3
334	340	331	329	336	336
2,312	2,436	2,489	2,507	2,566	2,614
2	2	2	2	2	2
373	373	373	373	373	389
1	1	1	1	1	1
1	1	1	1	1	1
53	53	53	53	53	55
974	974	985	985	985	986
1	1	1	1	1	1
2	2	2	2	2	2
11	10	10	9	9	9
1	1	1	1	1	1
-	-	-	1	1	1
20	16	16	16	16	16
321	332	333	308	311	306
156	158	151	160	157	172
1	1	1	1	1	1
23,423	23,488	23,601	22,299	23,109	23,181
370	410	325	293	330	333
23,546	23,605	23,695	23,770	23,966	24,049
2,973	2,539	2,553	2,596	2,622	2,646

**CITY OF DUBUQUE, IOWA
RETAIL SALES
LAST TEN CALENDAR YEARS**

TABLE 23

Year	Taxable Retail Sales	Number of Businesses
2014	\$ 1,240,664,593	3,337
2015	1,305,893,119	3,347
2016	1,316,561,626	2,997
2017	1,324,993,666	2,971
2018	1,323,052,623	2,970
2019	1,353,208,250	3,353
2020	1,331,820,839	3,375
2021	1,479,425,072	2,906
2022	1,306,938,795	2,731
2023	1,408,633,086	2,509

Data Sources: Iowa Department of Revenue

Compliance Section
June 30, 2023
City of Dubuque, Iowa

**Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance with
*Government Auditing Standards***

Independent Auditor's Report

The Honorable Mayor and Members of City Council
City of Dubuque, Iowa
Dubuque, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the City of Dubuque, Iowa (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated September 29, 2024, which contained an emphasis of matter paragraph regarding a change in accounting principle. Our report includes a reference to other auditors who audited the financial statements of the Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau, as described in our report on the City's financial statements. The financial statements of the Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or compliance and other matters associated with the Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau or that are reported on separately by those auditors who audited the financial statements of the Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Forvis Mazars, LLP

West Des Moines, Iowa
September 29, 2024

Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance

Independent Auditor's Report

The Honorable Mayor and Members of City Council
City of Dubuque, Iowa
Dubuque, Iowa

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Dubuque (the City's) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Forvis Mazars, LLP

West Des Moines, Iowa
September 29, 2024

City of Dubuque, Iowa
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed-Through to Subrecipients
<u>U.S. Department of Agriculture</u>				
Direct program:				
Soil and Water Conservation	10.902		\$ 44,414	\$ -
Environmental Quality Incentives Program	10.912		17,467	-
Conservation Stewardship Program	10.924		1,085	-
Total U.S. Department of Agriculture			62,966	-
<u>U.S. Department of Housing and Urban Development</u>				
Community Development Block Grant (CDBG) - Entitlements Cluster:				
Direct program:				
CDBG - Entitlement Grants	14.218		130,053	-
CDBG - Entitlement Grants	14.218		341,953	-
CDBG - Entitlement Grants	14.218		838,020	-
CDBG - Entitlement Grants	14.218		636,969	-
COVID-19 - CDBG/Entitlement Grants	14.218		195,834	-
Pass-through program from:				
Iowa Economic Development Authority				
COVID-19 CDBG - Entitlement Grants	14.218	20-CVE-004	204,587	-
Total CDBG - Entitlements Grants Cluster			2,347,416	-
Direct program:				
Section 8 Project-Based Cluster				
Lower Income Housing Assistance Program -				
Section 8 Moderate Rehabilitation	14.856		31,913	-
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871		669,846	-
Section 8 Housing Choice Vouchers	14.871		5,156,229	-
Total Housing Voucher Cluster			5,826,075	-
Family Sufficiency Program	14.896		157,903	-
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		626,887	-
Lead Hazard Reduction Demonstration Grant	14.905		430,576	-
Healthy Homes Production Program	14.913		221,158	-
Older Adults Home Modification Grant Program	14.921		172,770	-
Total U.S. Department of Housing and Urban Development			9,814,698	-
<u>U.S. Department of Interior</u>				
Direct program:				
Outdoor Recreation Acquisition, Development and Planning	15.916		540,789	-
Total U.S. Department of Interior			540,789	-
<u>U.S. Department of Justice</u>				
Direct program:				
Patrick Leahy Bulletproof Vest Partnership	16.607		14,800	-
Pass-through program from:				
Iowa Department of Justice:				
Violence Against Women Formula Grants	16.588	15JOVW-21-GG-00577-STOP	45	-
Pass-through program from:				
Iowa Department of Justice:				
Public Safety Partnership and Community Policing Grants	16.710	21-CAMP-04	2,178	-
Public Safety Partnership and Community Policing Grants	16.710	22-HEROIN-02	5,430	-
Public Safety Partnership and Community Policing Grants	16.710	19-COPS-HEROIN-02	876	-
			8,484	-
Direct program:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		11,161	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738		33,232	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738		15,600	-
			59,993	-
Total U.S. Department of Justice			83,322	-

The accompanying notes are an integral part of this Schedule.

City of Dubuque, Iowa
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed-Through to Subrecipients
<u>U.S. Department of Transportation</u>				
Direct program:				
Airport Improvement Program	20.106		(7,907)	-
Airport Improvement Program	20.106		115,665	-
Airport Improvement Program	20.106		54,385	-
Airport Improvement Program	20.106		96,195	-
COVID019 - Airport Improvement Program	20.106		109,944	-
			<u>368,282</u>	<u>-</u>
Highway Research and Development	20.200		<u>650,060</u>	<u>-</u>
Highway Planning and Construction:				
Pass-through program from:				
Iowa Department of Transportation				
Highway Planning and Construction	20.205	EDP-2100(696)-7Y-31	4,704	-
Highway Planning and Construction	20.205	TAP-U-2100-697-8I-31	418,662	-
Highway Planning and Construction	20.205	TAP-U-2100(703)--8I-31	95,000	-
Highway Planning and Construction	20.205	TAP-U-2100(703)--8I-31	95,000	-
			<u>613,366</u>	<u>-</u>
Federal Transit Cluster:				
Direct program:				
Federal Transit - Formula Grants	20.507		219,563	-
Federal Transit - Formula Grants	20.507		1,839,677	-
Pass-through program from:				
Iowa Department of Transportation				
Federal Transit - Formula Grants	20.507	2019-004-02-FY20	636,800	-
Total Federal Transit Cluster			<u>2,696,040</u>	<u>-</u>
Pass-through program from:				
Iowa Department of Transportation				
Buses and Bus Facilities Formula and Discretionary Program	20.526	2019-008-02-FY20	1,154,782	-
Total Federal Transit Cluster			<u>3,850,822</u>	<u>-</u>
Transit Services Program Cluster:				
Pass-through program from:				
Iowa Department of Transportation				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	IA-2021-018-00	10,843	-
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	IA-2022-008-00	61,397	-
Total Transit Services Cluster			<u>72,240</u>	<u>-</u>
Highway Safety Cluster:				
Pass-through program from:				
Iowa Department of Public Safety				
State and Community Highway Safety	20.600	PAP 22-402-MOPT	4,666	-
State and Community Highway Safety	20.600	PAP 23-402-MOPT	7,284	-
Total Highway Safety Cluster			<u>11,950</u>	<u>-</u>
Total U.S. Department of Transportation			<u>5,566,720</u>	<u>-</u>
<u>U.S. Department of Treasury</u>				
Pass-Through program from:				
Iowa Finance Authority				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	1505-0271	3,350,766	-
Total U.S. Department of the Treasury			<u>3,350,766</u>	<u>-</u>

The accompanying notes are an integral part of this Schedule.

City of Dubuque, Iowa
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Expenditures	Amounts Passed-Through to Subrecipients
<u>National Endowment for the Arts</u>				
Pass-through program from:				
Iowa Department of Revenue				
Promotion of the Arts Grants to Organizations and Individuals	45.024	1896170-66-22	481,737	-
Total National Endowment for the Arts			481,737	-
<u>Environmental Protection Agency</u>				
Direct program:				
Brownsfields Assessment and Cleanup Cooperative Agreements	66.818		83,383	-
Brownsfields Assessment and Cleanup Cooperative Agreements	66.818		55,742	-
Brownsfields Assessment and Cleanup Cooperative Agreements	66.818		168,259	-
Total Environmental Protection Agency			307,384	-
<u>U.S. Department of Health and Human Services</u>				
Pass-through program from:				
Dubuque County Health Department				
Food and Drug Administration Research	93.103	R-BDEV-202110-01091	5,000	-
Total U.S. Department of Health and Human Services			5,000	-
<u>Corporation for National and Community Service</u>				
Pass-through program from:				
Iowa Commission on Volunteers				
AmeriCorps State and National	94.006	21-AC-10	18,431	-
AmeriCorps State and National	94.006	21-AC-05	22,719	-
AmeriCorps State and National	94.006	22-AC-10	81,358	-
AmeriCorps State and National	94.006	22-AF-05	57,240	-
			179,748	-
AmeriCorps Volunteer Generation Fund	94.021	23-VGF-12	2,912	-
AmeriCorps Volunteer Generation Fund	94.021	22-VGF-12	14,046	-
			16,958	-
Total Corporation for National and Community Service			196,706	-
Total			20,410,088	-

City of Dubuque, Iowa
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2023

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of City of Dubuque, Iowa (the City) under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

Note 2. Summary of Significant Accounting Policies

The City's summary of significant accounting policies is presented in note 1 to the City's basic financial statements for the year ended June 30, 2023. Governmental and proprietary funds account for the City's federal grant activity. Expenditures reported on the Schedule are reported on either the modified accrual basis of accounting or accrual basis of accounting, depending on the basis of accounting used by the respective fund for which the activity is reported. Such expenditures are recognized following, as applicable, the cost principles in OMB-87, *Cost Principles for State, Local and Indian Tribal Governments*, the cost principles contained in the Uniform Guidance, or other applicable regulatory guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements or report to federal agencies. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior periods. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

Note 3: Indirect Cost Rate

The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

City of Dubuque, Iowa
Schedule of Findings and Questioned Costs
Year Ended June 30, 2023

Section 1 - Summary of Auditor's Results

Financial Statements

1. The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. Internal control over financial reporting:
Significant deficiency(ies) identified? ☐ Yes ☒ None reported
Material weakness(es) identified? ☒ Yes ☐ No

3. Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

4. Internal control over major federal awards programs:
Significant deficiency(ies)? ☐ Yes ☒ None reported
Material weakness(es)? ☐ Yes ☒ No

5. Type of auditor's report issued on compliance for major federal programs:
☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. Any audit finding disclosed that are required to be reported by 2 CFR 200.516(a)? ☐ Yes ☒ No

City of Dubuque, Iowa
Schedule of Findings and Questioned Costs (Continued)
Year Ended June 30, 2023

7. Identification of major federal programs:

Assistance Listing Number	Name of Federal Program or Cluster
	Housing Voucher Cluster
	Federal Transit Cluster
	CDBG Entitlement Grants Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

8. Dollar threshold used to distinguish between Type A and Type B programs: \$750,000.

9. Auditee qualified as a low-risk auditee? ☐ Yes ☒ No

City of Dubuque, Iowa
Schedule of Findings and Questioned Costs (Continued)
Year Ended June 30, 2023

Section II – Financial Statement Findings

Reference Number	Finding
2023-001	Material Weakness Finding: Calculation in error in subscription based information technology asset and liability. Criteria or specific requirement: Management is responsible for establishing effective internal controls over financial reporting. Condition: The incorrect contract terms for a subscription based information technology agreement were used resulting in an error in calculation of the related asset and liability of approximately \$9.7 million. An audit adjustment was proposed and the City recorded. Cause: Inadequate review of work performed by third party providers. Effect: Misstatements could occur within the financial statements due to error or fraud and not be prevented or detected in a timely manner. Recommendation: We recommend management establish procedures to ensure all work performed by third parties is reviewed and reconciled. Views of Management: The City agrees with the finding. See separate report for planned corrective actions.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding
	No matters are reportable

City of Dubuque, Iowa
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2023

Reference Number	Finding	Status
2022-001	Restatement of Prior Year Financial Statements - During the course of the engagement, there were restatements to the prior year financial statements for various accounting errors. It was recommended to make the corrections.	Implemented

City of Dubuque, Iowa

Other Findings Related to Required Statutory Reporting

Year Ended June 30, 2023

Reference Number	Finding
2023-IA-A	Certified Budget - Disbursements during the year ended June 30, 2023 did not exceed the amount budgeted as per Chapter 384.20 of the Code of Iowa states, in part, "Public monies may not be expended or encumbered except under and annual or continuing appropriation."
2023-IA-B	Questionable Expenditures - We noted no expenditures that we believe may fail to meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.
2023-IA-C	Travel Expenses - No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
2023-IA-D	Business Transactions - Business transactions between the City and City Officials or employees are detailed as follows:

Name, Title, and Business Connection	Transaction Description	Amount
A Frame of Mind: Owner is spouse of City Employee John Hefel	Services	\$ 587
Brian Hodgson, City employee	Cover crop	3,345

According to Chapter 362.5 of the Code of Iowa, an officer or employee of the City shall not have an interest, direct or indirect, in a contract with that City. The provision does not apply to transactions that do not exceed a cumulative total purchase price of \$1,500 in a fiscal year or to contracts made by a City upon competitive bid. All transactions were not entered into through competitive bidding.

2023-IA-E	Restricted Donor Activity - No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
2023-IA-F	Bond Coverage - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.

City of Dubuque, Iowa

Other Findings Related to Required Statutory Reporting (Continued)

Year Ended June 30, 2023

Reference Number	Finding
2023IA-G	City Council Minutes - No transactions were found that we believe should have been approved in the City Council minutes but were not.
2023-IA-H	Deposits and Investments - No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City's investment policy were noted.
2023-IA-I	Revenue Notes - No instances of non-compliance with revenue note provisions were noted.
2023-IA-J	Annual Urban Renewal Report - The Annual Urban Renewal Report was properly approved and certified to the Iowa Department of Management on or before December 1.
2023-IA-K	Separately Maintained Records - Chapter 384.20 of the Code of Iowa states, in part, "A city shall keep accounts which show an accurate and detailed statement of all public funds collected, received, or expended for any city purpose, by any city officer,
2023-IA-L	Financial Condition - At June 30, 2023, the City had two funds that had a deficit balances. Debt Service Fund \$(164,295) General Service Fund \$(102,948)
2023-IA-M	Solid Water Tonnage Fees Retained - No instances of non-compliance with the solid waste fees used or retained in accordance with provisions of Chapter 455B.310 of the Code of Iowa by the Dubuque Metropolitan Area Solid Waste Agency, a component of the City, were noted.
2023-IA-N	Financial Assurance - The Dubuque Metropolitan Area Solid Waste Agency, a component unit of the City, has demonstrated financial assurance for closure and postclosure care costs by establishing a local government dedicated fund as provided in 567-113.14(6) of the Iowa Administrative Code.

Forvis Mazars Report to the Honorable Mayor, City Council and Members of Management of the City of Dubuque, Iowa

City of Dubuque, Iowa
Results of the 2023 Financial Statement Audit, Including Required Communications
June 30, 2023

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	This report covers audit results related to your financial statements: - As of and for the year ended June 30, 2023 - Conducted in accordance with our contract dated September 18, 2023
Our Responsibilities	Forvis Mazars is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to Reasonable Assurance	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and <i>Government Auditing Standards</i> issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.



Matter	Discussion
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties: • Budget Committee • Members of City Council • Others within the Entity • Federal awarding agencies and other pass-through award agencies

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	We also provided reports as of June 30, 2023, on the following as required by GAGAS: • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.

Uniform Guidance Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	We also provided reports as of June 30, 2023, on the following as required by U.S. Office of Management and Budget (OMB) Uniform Guidance: • Opinion on compliance for each major federal award program • Report on internal control over compliance • Schedule of Expenditures of Federal Awards
Audit Scope & Inherent Limitations to Reasonable Assurance	A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.

Group Audits

Referred-To Auditors

Our audit strategy included the use of the work of a referred-to auditor, resulting in a division of responsibility over the group financial statements and our report thereon.

We did not audit the financial statements of Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau, discretely presented component units.

Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau, is based solely on the report of the other auditors. We have had communications with the other auditors during planning and throughout the audit regarding their qualifications to perform the audit, including independence, and consideration of

materiality as a basis for referring to their audit report. Professional standards require that we provide you with information about our responsibilities in accordance with GAAS, as well as certain information related to the planned scope and timing of our audit.

Other Information Accompanying the Audited Financial Statements

The audited financial statements are presented along with management's annual comprehensive financial report (ACFR). Management, or those charged with governance, is responsible for preparing the ACFR.

We were not engaged to audit the information contained in the ACFR, and as a result, our opinions do not provide assurance as to the completeness and accuracy of the information contained therein.

As part of our procedures, we read the entire report to determine if financial information discussed in sections outside the financial statements materially contradicts the audited financial statements. If we identify any such matters, we bring them to management's attention and review subsequent revisions.

Auditor Objectives Related to Other Information

Our objectives related to the other information accompanying the audited financial statements were to:

- Consider whether a material inconsistency exists between the other information and the financial statements
- Remain alert for indications that:
 - A material inconsistency exists between the other information and the auditor's knowledge obtained in the audit, or
 - A material misstatement of fact exists or the other information is otherwise misleading
- Respond appropriately when we identify that such material inconsistencies appear to exist or when we otherwise become aware that other information appears to be materially misstated. Potential responsive actions would include requesting management to correct the identified inconsistency
- Include the appropriate communication in our auditor's report, disclosing the procedures performed on the Other Information, as well as the results obtained

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- GASB 96, *Subscription Based Information Technology Arrangements*

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- The City presents budgetary information as allowed by GASB Statement No. 41

Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Depreciation of capital assets
- Estimated property tax collections
- Actuarial assumptions in the calculation of net pension liability and related deferred inflows and outflows
- Actuarial assumptions in the calculation of the other post-employment benefits (OPEB) and related deferred inflows and outflows
- Valuation of investments
- Valuation of lease receivables and lease liabilities
- Valuation of subscription-based IT assets and subscription liabilities

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Footnote 7 – Long-Term Liabilities
- Footnote 12 – Landfill Closure and Post-Closure Care

Our Judgment About the Quality of the Entity's Accounting Principles

During the course of the audit, we made the following observations regarding the Entity's application of accounting principles:

- No matters are reportable

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- SBITA asset and liability

Uncorrected Misstatements

- No uncorrected misstatements to report

Other Required Communications

Consultation with Other Accountants

During our audit, we became aware that management had consulted with other accountants about the following auditing or accounting matters:

- Adoption of GASB Statement No. 96, *Subscription Based Information Technology Assets*

Other Material Communication

Listed below is are other material communications between management and us related to the audit:

- Management representation letter provided by management at the conclusion of our engagement (see Attachment)

We orally communicated to management other deficiencies in internal control identified during our audit that are not considered material weaknesses or significant deficiencies.

Attachment A

Management Representation Letter

Representation of:
CITY OF DUBUQUE, IOWA
50 West 13th Street
Dubuque, Iowa 52001

Provided to:
Forvis Mazars, LLP
Certified Public Accountants
1401 50th Street, Suite 350
West Des Moines, Iowa 50266

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended June 30, 2023.

We are also providing this letter in connection with:

- Your audit of our compliance with requirements applicable to each of our major federal awards programs as of and for the year ended June 30, 2023.

Our representations are current and effective as of the date of Forvis Mazars' report: September 29, 2024.

Our engagement with Forvis Mazars is based on our contract for services dated: September 18, 2023.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility for the design, implementation, and maintenance of:

CITY OF DUBUQUE, IOWA
Page 2

- a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 - b. Internal control to prevent and detect fraud.
3. We have provided you with:
 - a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. All minutes of governing body meetings held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.
 - e. All significant contracts and grants.
4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.
7. We have identified and disclosed to you any violations or possible violations of laws, regulations, including those pertaining to adopting, approving, and amending budgets, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.
9. We have a process to track the status of audit findings and recommendations.
10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Federal Awards Programs (Uniform Guidance)

11. We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans,

CITY OF DUBUQUE, IOWA
Page 3

loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations, or in any other form.

12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.
13. We have reconciled the schedule of expenditures of federal awards (SEFA) to the financial statements.
14. Federal awards-related revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the entity's financial statements.
15. We have evaluated all recipient organizations that received federal funding and have correctly identified all subrecipients on the schedule of expenditures of federal awards.
16. We have identified the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; equipment and real property management; matching, level of effort, earmarking; period of performance of federal funds; procurement and suspension and debarment; program income; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.
17. We are responsible for complying, and have complied, with the requirements of Uniform Guidance.
18. We are responsible to understand and comply with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. Except for any instances of noncompliance we have disclosed to you, we believe the entity has complied with all applicable compliance requirements.
19. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal statutes, regulations, and the terms and conditions of the federal awards.
20. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.
21. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.
22. The costs charged to federal awards are in accordance with applicable cost principles.
23. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.

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Page 4

24. Amounts claimed or used for matching were determined in accordance with Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) regarding cost principles.
25. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.
26. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.
27. The summary schedule of prior audit findings correctly states the status of all audit findings of the prior audit's schedule of findings and questioned costs and any uncorrected open findings included in the prior audit's summary schedule of prior audit findings as of the date of this letter.
28. The reporting package does not contain any protected personally identifiable information.
29. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

Misappropriation, Misstatements, & Fraud

30. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:
 - a. Misappropriation of assets.
 - b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position/fund balance.
31. We have no knowledge of fraud or suspected fraud affecting the entity involving:
 - a. Management or employees who have significant roles in internal control over financial reporting, or
 - b. Others when the fraud could have a material effect on the financial statements.
32. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, regulators, citizens, suppliers, or others.
33. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Related Parties

34. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

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Page 5

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

35. We understand that the term related party refers to:

- Affiliates
- Entities for which investments are accounted for by the equity method
- Trusts for the benefits of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management
- Component units
- Management and members of their immediate families
- Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the entity.

Litigation, Laws, Rulings, & Regulations

36. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
37. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
38. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.
39. We have no reason to believe the entity owes any penalties or payments under the Employer Shared Responsibility Provisions of the *Patient Protection and Affordable Care Act*, nor have we received any correspondence from the IRS or other agencies indicating such payments may be due.

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Page 6

40. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

41. You have provided nonattest services, including the following, during the period of this engagement:

- Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse

42. With respect to these services:

- a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
- b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.
- c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
- d. We have evaluated the adequacy of the services performed and any findings that resulted.
- e. We have established and maintained internal controls, including monitoring ongoing activities.
- f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

43. With regard to supplementary information:

- a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.
- b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.
- c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.

44. With regard to other information that is presented in the form of our annual comprehensive financial report (ACFR):

- a. We confirm that the ACFR comprises the annual report for the entity.

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Page 7

- b. We have provided you with the final draft of the ACFR.

Transactions, Records, & Adjustments

45. All transactions have been recorded in the accounting records and are reflected in the financial statements.
46. We have everything we need to keep our books and records.
47. We have disclosed any significant unusual transactions the entity has entered into during the period, including the nature, terms, and business purpose of those transactions.

Governmental Accounting & Disclosure Matters

48. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
49. With regard to deposit and investment activities:
- a. All deposit, repurchase and reverse repurchase agreements, and investment transactions have been made in accordance with legal and contractual requirements.
 - b. Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.
 - c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
 - d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
50. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
51. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
52. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
53. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
54. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position/fund balance is properly recognized under the policy.
55. The entity has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination

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Page 8

events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.

56. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements other than those that have been disclosed in the notes to the financial statements. The entity's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.
57. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, budgetary comparisons, pension, and other postemployment benefit information, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.
58. With regard to pension and other postretirement benefits (OPEB):
 - a. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
 - b. We have provided you with the entity's most current pension and OPEB plan instrument for the audit period, including all plan amendments.
 - c. The participant data provided to you related to pension and OPEB plans are true copies of the data submitted or electronically transmitted to the plan's actuary.
 - d. The participant data that we provided the plan's actuary for the purposes of determining the actuarial present value of accumulated plan benefits and other actuarially determined amounts in the financial statements were complete.

General Government Matters

59. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
60. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, as amended, and No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus—an Amendment of GASB Statements No. 21 and No. 34*, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
61. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
62. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

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63. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.
64. We have exercised due care in the preparation of the introductory and statistical sections included in our annual comprehensive financial report (ACFR) and are not aware of any information contained therein that is inconsistent with the information contained in our basic financial statements.

Accounting & Disclosure

65. All transactions entered into by the entity are final. We are not aware of any unrecorded transactions, side agreements, or other arrangements (either written or oral) that are in place,.
66. Except as reflected in the financial statements, there are no:
 - a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, or fund balance.
 - b. Material transactions omitted or improperly recorded in the financial records.
 - c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
 - d. Events occurring subsequent to the balance sheet/statement of net position date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.
 - e. Agreements to purchase assets previously sold.
 - f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.
 - g. Guarantees, whether written or oral, under which the entity is contingently liable.
 - h. Known or anticipated asset retirement obligations.
67. Except as disclosed in the financial statements, the entity has:
 - a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.
 - b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.
68. We agree with the findings of specialists in evaluating the post-closure liability, pension liability and OPEB liability and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with

CITY OF DUBUQUE, IOWA
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respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

Revenue, Accounts Receivable, & Inventory

69. Adequate provisions and allowances have been accrued for any material losses from:
- a. Uncollectible receivables.
 - b. Excess or obsolete inventories.
 - c. Sales commitments, including those unable to be fulfilled.
 - d. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

70. We have identified all accounting estimates that could be material to the financial statements, and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.
71. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that "near term" means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to volumes of business, revenues, available sources of supply, or markets, existing at the date of the financial statements that would make the entity vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

72. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:
- a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.
 - b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.
 - c. The significant assumptions appropriately reflect market participant assumptions.
 - d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.
 - e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

73. Tax-exempt bonds issued have retained their tax-exempt status.

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Page 11

74. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

New Accounting Standards

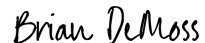
GASB Statement 96, *Subscription-Based Information Technology Arrangements*

75. In connection with the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96), we represent the following:

- a. We have identified a complete population of potential subscription-based information technology arrangements (SBITAs) as of the implementation date.
- b. We have reviewed all significant contracts to identify subscription and nonsubscription components as of the earliest date of adoption. Allocation of costs between subscription and nonsubscription components are based upon standalone prices or other reasonable factors.
- c. Measurements of the subscription assets and liabilities are based upon facts and circumstances that existed at the beginning of the period of implementation.
- d. The estimates related to any options to extend or terminate the SBITA terms within the measurement of subscription liability and an intangible right to use IT subscription asset agrees to management's plans for the SBITA.
- e. The discount rates for each SBITA are based upon what would be obtained by the entity for similar payment amounts during the subscription term as an incremental rate.
- f. We have adequate controls in place to prevent and/or detect errors in subscription assets and liabilities on a recurring basis.
- g. The footnotes to the financial statements appropriately describe the adoption of GASB 96 and include all additional disclosures required under the GASB 96.

DocuSigned by:

Jenny Larson, CFO
jl Larson@cityofdubuque.org

Signed by:

Brian DeMoss, Finance Manager
bdemoss@cityofdubuque.org

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Five Flags Civic Center FY 24 Annual Report Presentation
SUMMARY:	City Manager sharing information for Five Flags Civic Center General Manager Aaron Rainey to share a presentation with City Council regarding the annual activities and report for FY 24.
SUGGESTED DISPOSITION:	Receive and File; Presentation
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Presentation



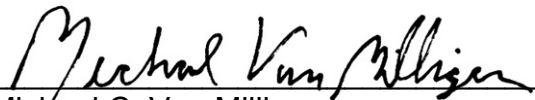
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Five Flags Civic Center FY 24 Annual Report Presentation

DATE: October 16, 2024

Leisure Services Director Marie Ware is sharing information for Five Flags Civic Center General Manager Aaron Rainey to share a presentation with City Council regarding the annual activities and report for FY 24.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Manager
SUBJECT: Five Flags Civic Center FY 24 Annual Report Presentation
DATE: October 14, 2024

INTRODUCTION

The purpose of this memo is to request the opportunity for Five Flags Civic Center General Manager Aaron Rainey to share a presentation with City Council related regarding the annual activities and report for FY 24.

DISCUSSION

Annually the Civic Center General Manager presents their fiscal year-end report to the City Council. This is an opportunity to share highlights of last FY's events and activities. The presentation will be from ASM Global General Manager Aaron Rainey. This report is a requirement of the management agreement.

ACTION REQUESTED

I respectfully request time on the city council agenda for the Five Flags Civic Center FY 24 Annual Report presentation.



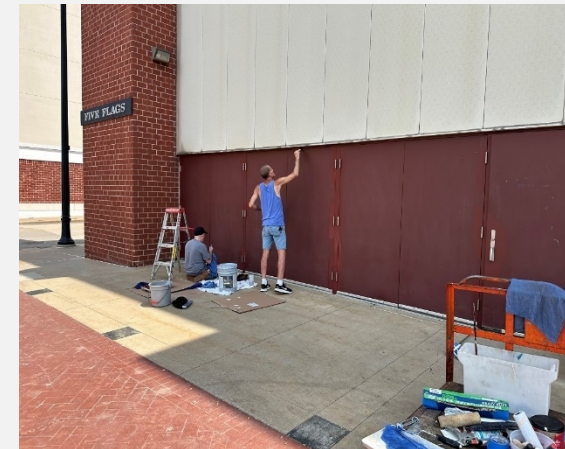
YEAR IN REVIEW FY

Five Flags Center Mission Statement:

Strive to enhance the quality of life for the citizens of the Tri-State area and contribute to the community's economic vitality by providing access to a wide variety of entertainment, culture and other activities, while minimizing cost to Dubuque taxpayers.

Building Updates

We worked on the outside aesthetics of the building including painting, and new signage. Work also being done to Green Rooms for enhanced artist experience.



FY2024 EVENTS IN REVIEW

Koe Wetzel
Mom So Hard
ABBA FAB
Three Dog Night
Steve Hofstetter
Fly By Night: School For Wives
Burning Red: A Live Tribute to Taylor Swift
Rend Collective
DSO: Classics 1
iLuminate
Henry Rollins: Good to See You
Blippi The Musical
DSO: Classics 2
DSO: Holiday Family
DSO: Holiday
Million Dollar Quartet
Lorrie Morgan Christmas
Almost Famous

DSYE: Winter Concert
Fly-By-Night: Wish List
Animaniacs Live!
Pork Tornadoes
DSO: Spring Family
DSO: Classics
3Dinosaur World Live
Battle for the Bluff
Lee Greenwood
Cottingham & Butler
360 Gymnastics
DSO: Classics 4
Leo Kottke
Swan Lake
Dylan Scott
Steve Moris
Carden Circus
DSO: Classics 5

Sex n' the City
Charlie Berens
Girls Night: The Musical
Free Fallin
Golden Girls: The Laughs Continue
Bored Teachers
Moriah the Medium
Static-X & Sevendust
Fly-By-Night: Terra Nova
Glenn Miller Orchestra
Are You Dead Yet?
Beatles v. Stones
The Cleverlys

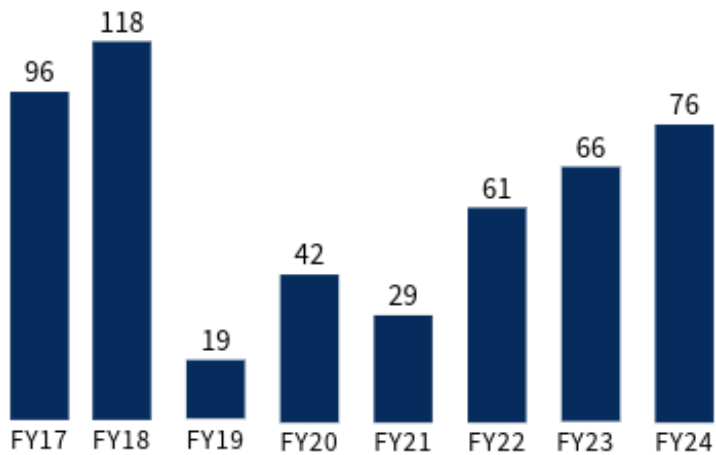


FY 2024 BY THE NUMBERS

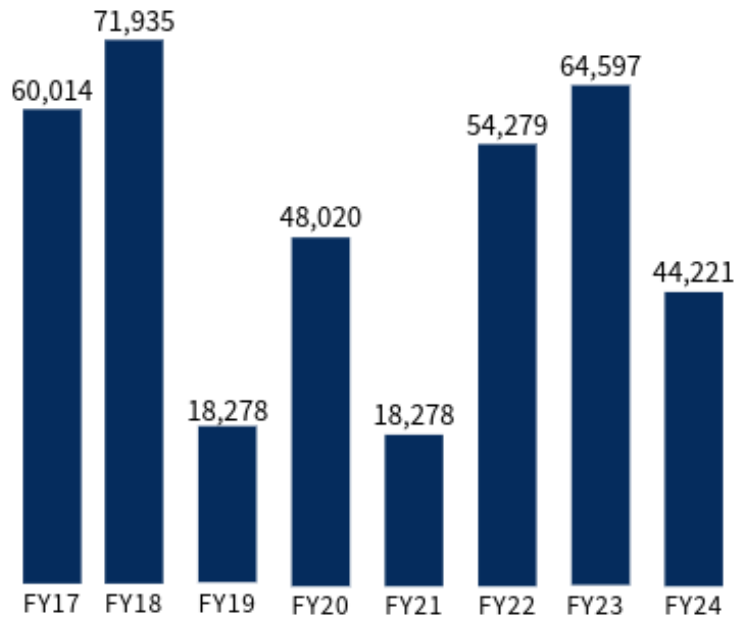


EVENT ANALYSIS

Events by Fiscal Year

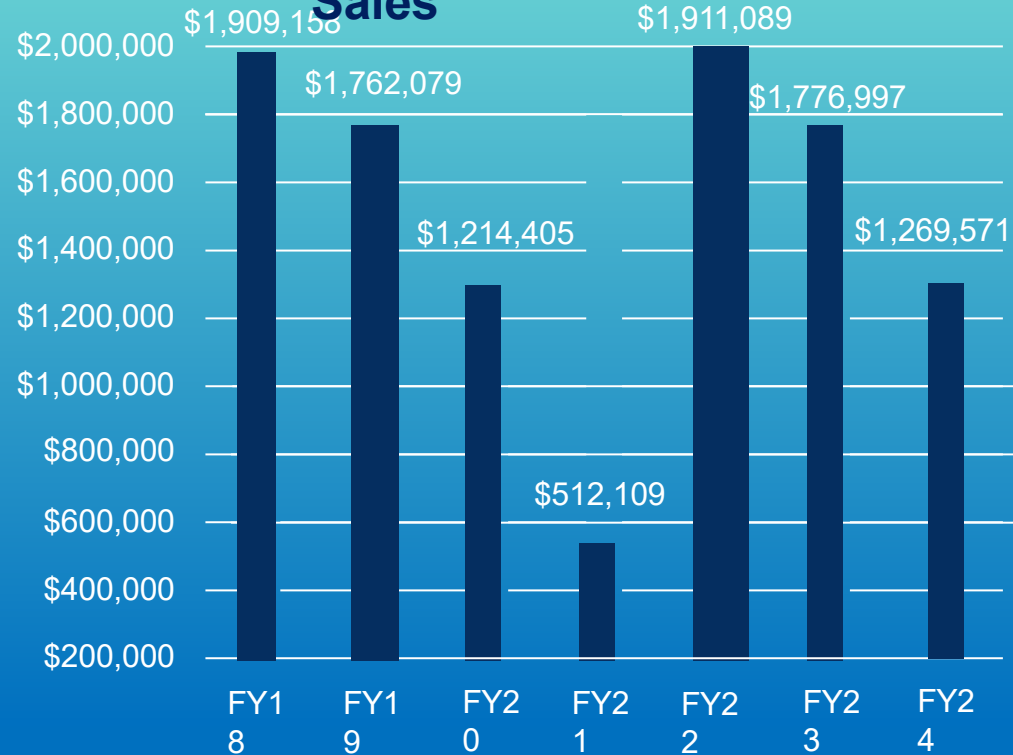


Attendance by Fiscal Year

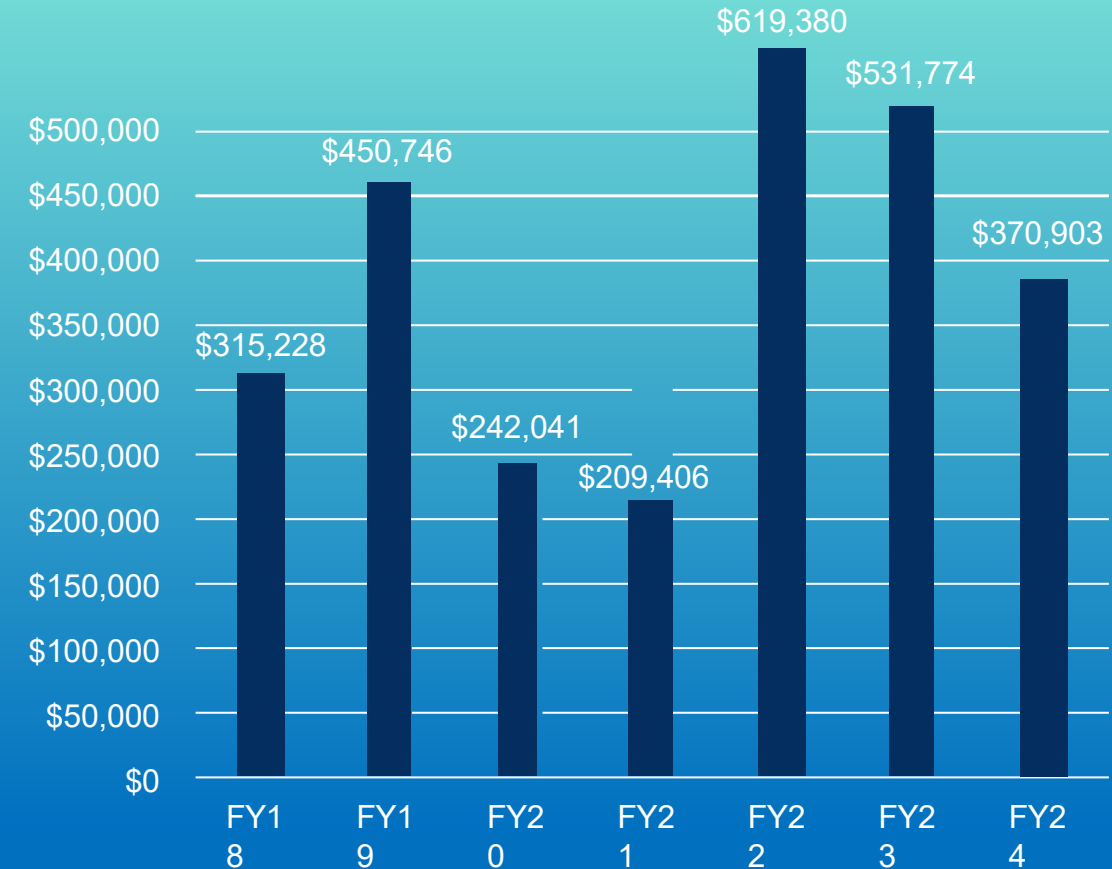


YEAR-END FINANCIALS

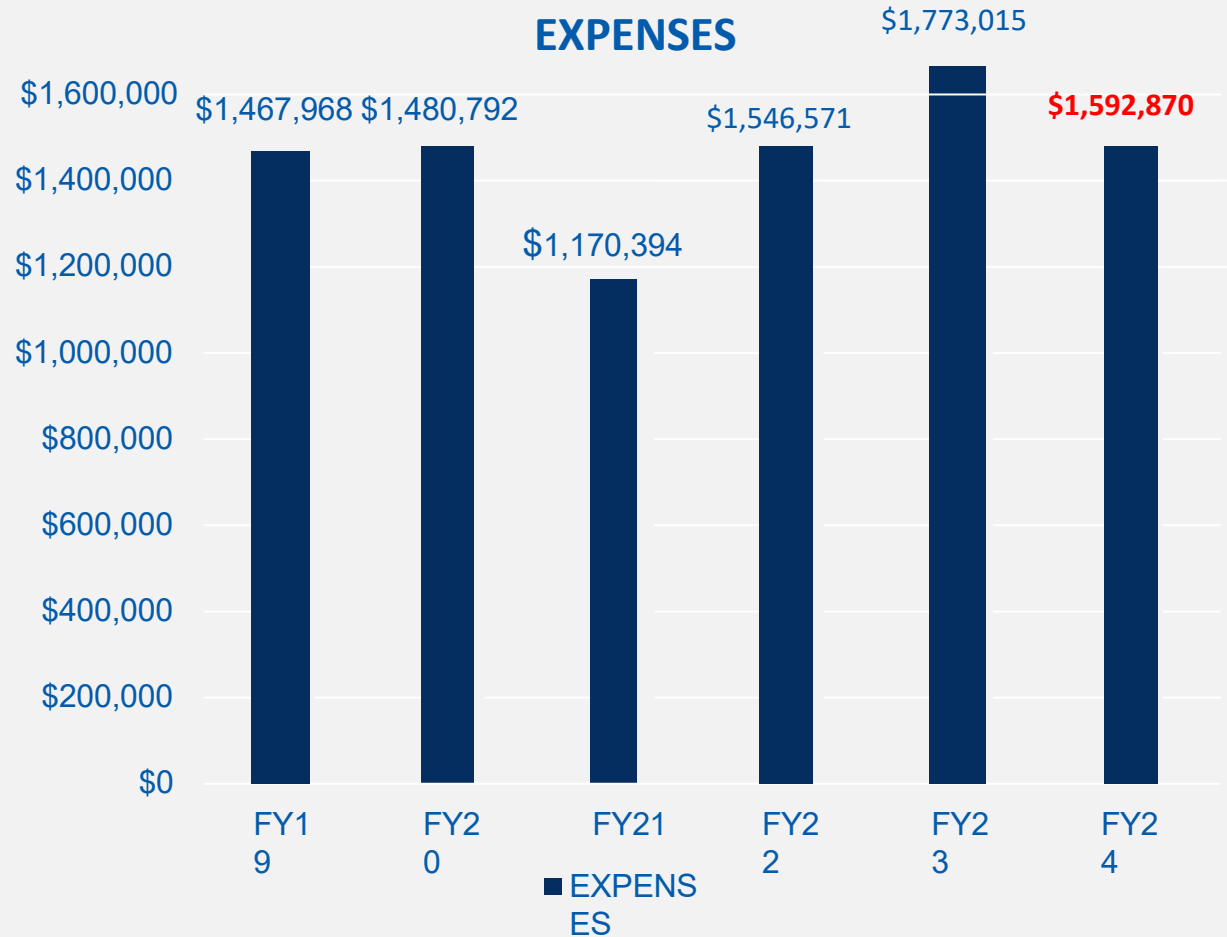
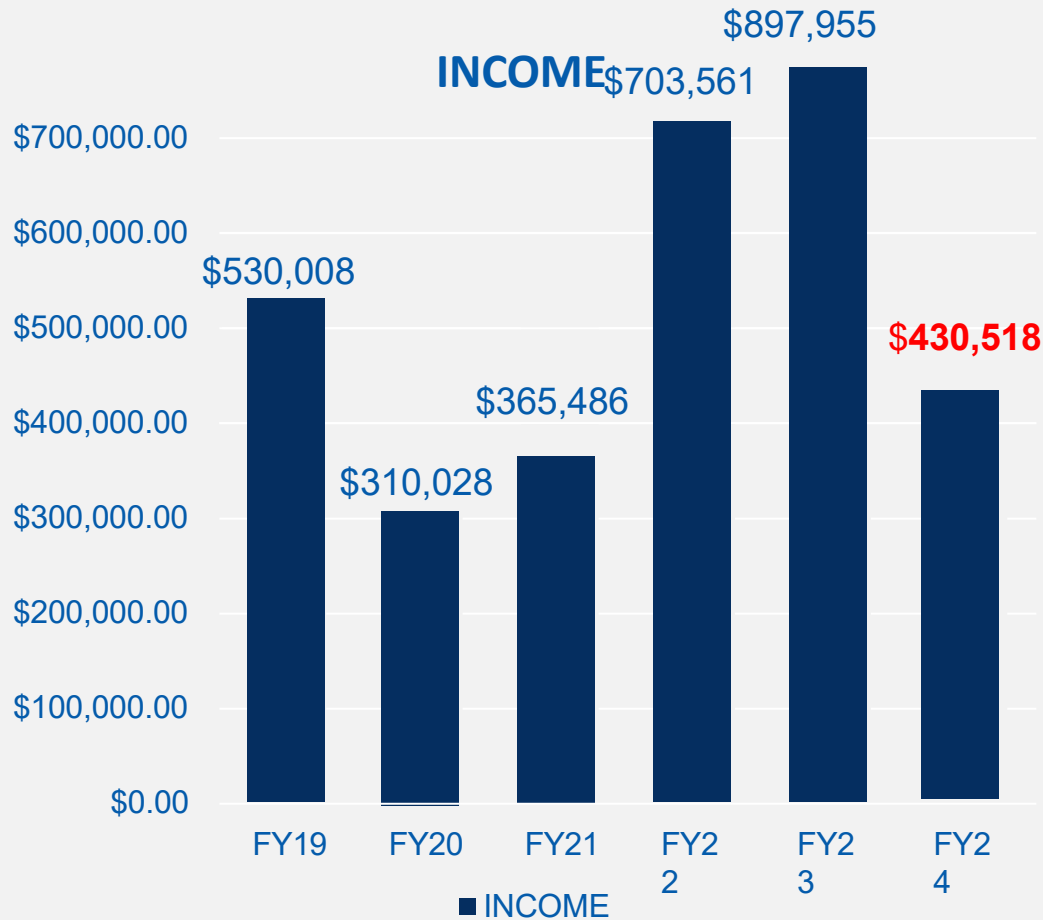
Gross Ticket Sales



Gross Food/Beverage Revenue



YEAR-END FINANCIALS



- FY24 net loss (1,162,352)
- FY24 came in \$69,069 over the benchmark

FOOD & BEVERAGE

Food & Beverage is a major part of Five Flags Center, concessions being the biggest factor. Our attendees rely on concessions to being an extra factor to enjoying events from great pizza to a beer. With our recently added Grab N Gos, and soon to be added mobile and order ahead options, we anticipate higher overall sales in FY25. Also new this year are our local full bottle of wine options, and local IPA's.

Brought to you locally by:

Kwik Stop

FIVE FLAGS CENTER

GRAB'n GO

BEVERAGES & SNACKS

BUDLIGHT

BUSCH LIGHT

MICHELOB ULTRA

BUDWEISER

PRESS SELTZER

EASY EDDY

PSEUDO SUE

\$8

\$9

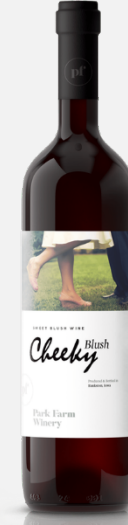
LIMIT OF 2 ALCOHOL PRODUCTS PER PERSON, PER TRANSACTION

FY24 TOTAL F&B Concessions:

\$370,903

Average Per Cap of \$8.50

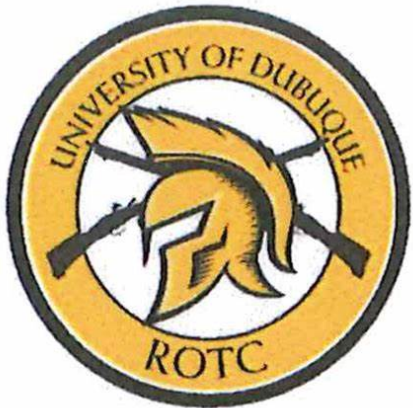
Park Farm Wines



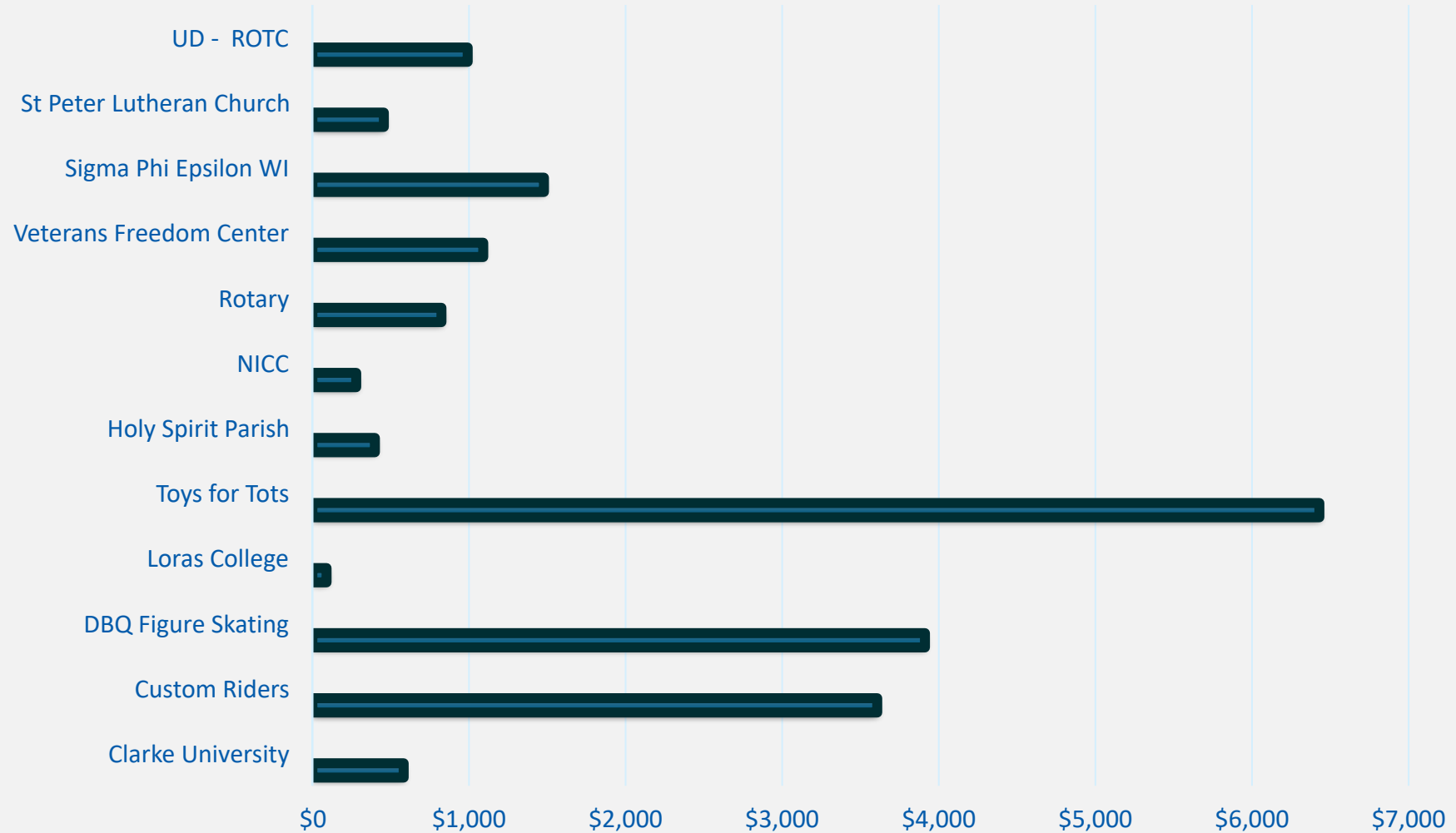
Local IPA's



A huge factor on why Food & Beverage is so successful is the volunteer groups that come to help and raise money. Local non-profits raised over \$20,000 in FY24!



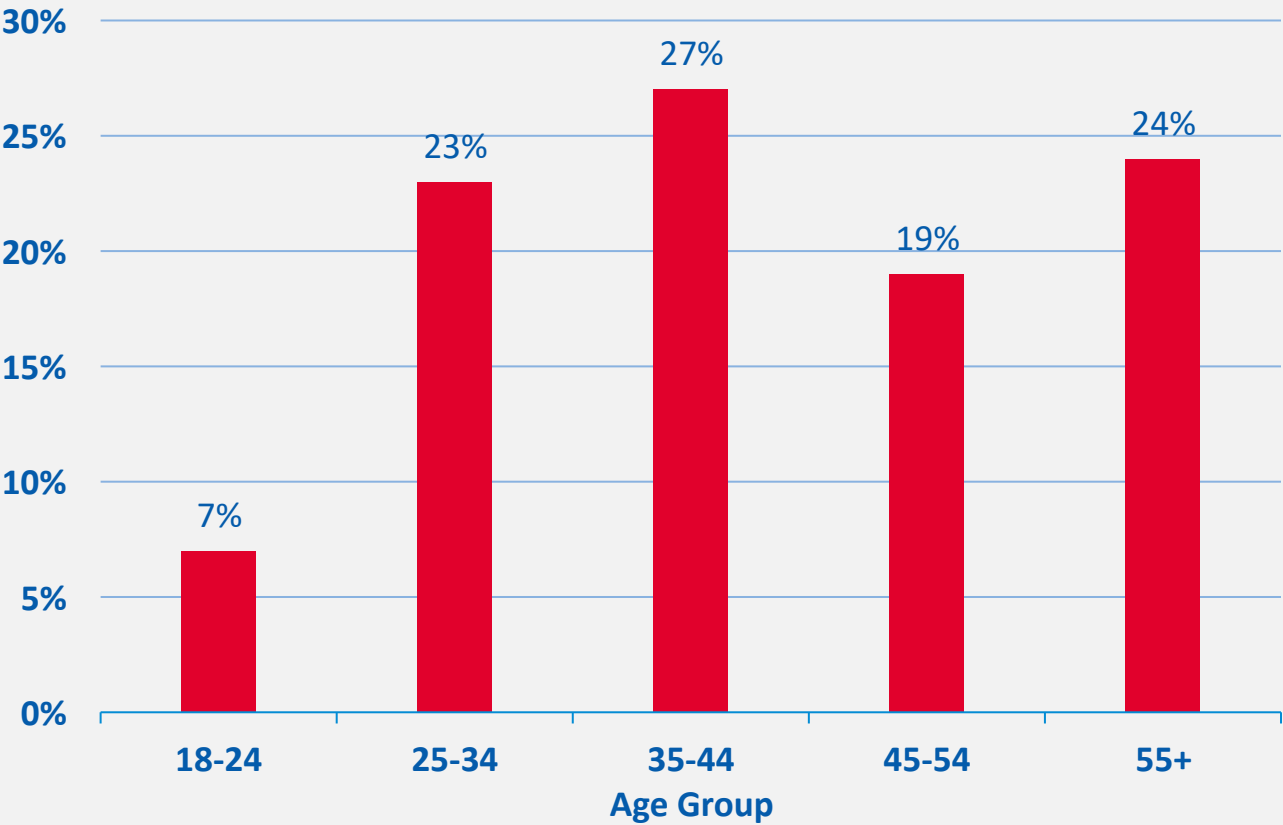
FY24 Payments to Non-Profits



TICKET PURCHASER DEMOGRAPHICS

Ages:	
18-24	7%
25-34	23%
35-44	27%
45-54	19%
55+	24%

Income:	
\$0-\$30k	14%
\$30k - \$50k	21%
\$50k - \$75k	23%
\$75k - \$100k	18%
\$100k – \$125k	10%
\$125k +	16%

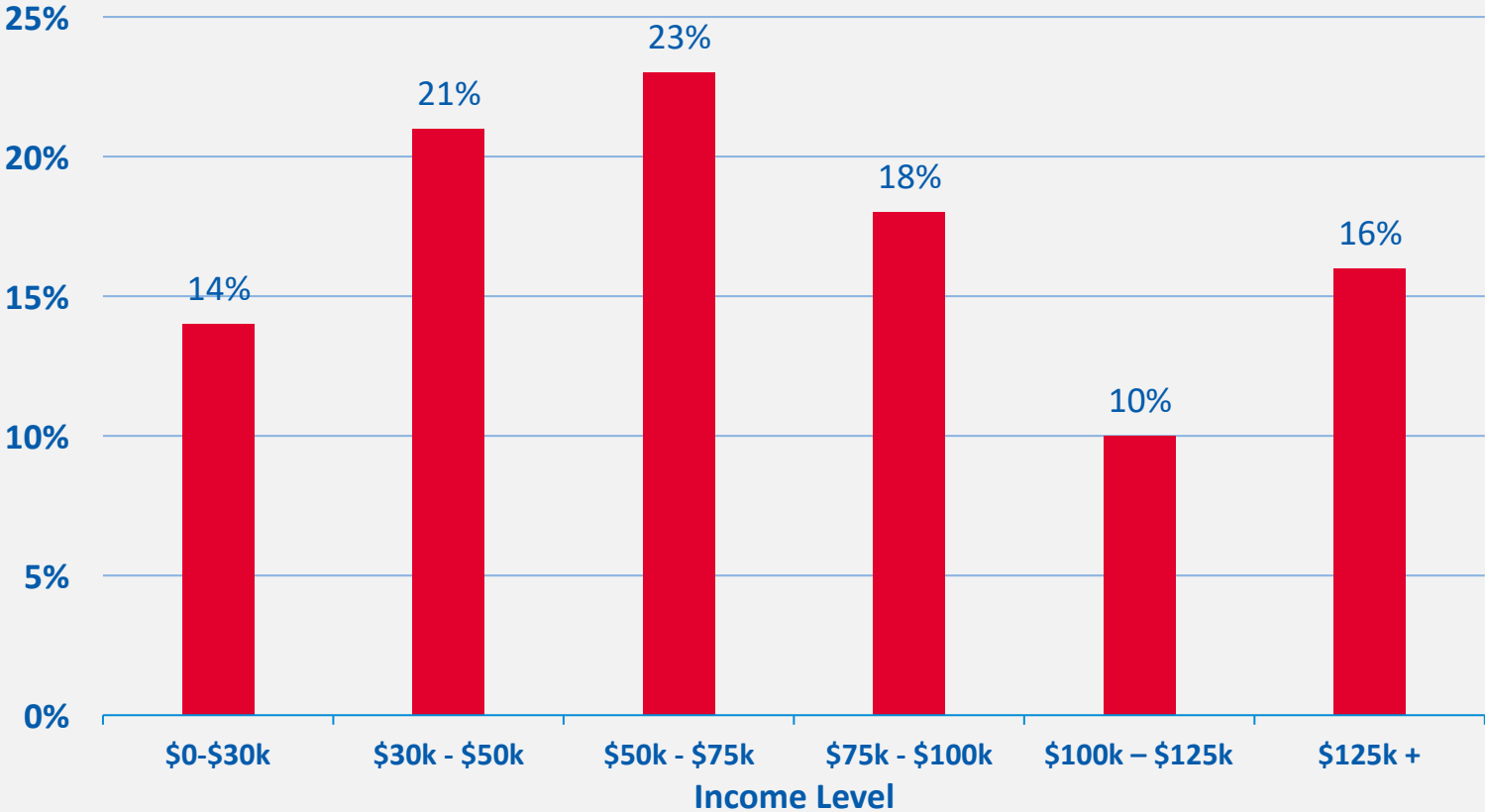


Purchasers: Female – 58% | Male – 42%

TICKET PURCHASER DEMOGRAPHICS

Ages:	
18-24	7%
25-34	23%
35-44	27%
45-54	19%
55+	24%

Income:	
\$0-\$30k	14%
\$30k - \$50k	21%
\$50k - \$75k	23%
\$75k - \$100k	18%
\$100k – \$125k	10%
\$125k +	16%



Purchasers: Female – 58% | Male – 42%

TICKET PURCHASER DEMOGRAPHICS

- **Top 10 Cities to Purchase Tickets**

- Dubuque
- Galena
- Platteville
- Peosta
- Dyersville
- East Dubuque
- Monticello
- Bellevue
- Cuba City
- Epworth



FY 2024 HIGHLIGHTS



Highest Attended Shows

Highest Attended Performer:

Koe Wetzel – 2,426 guests

Highest Multi-Day Attendance:

Dock Dogs – 3,100 guests

Holiday Shows Attendance:

December 23' – 7,666 total guests





SOCIAL MEDIA

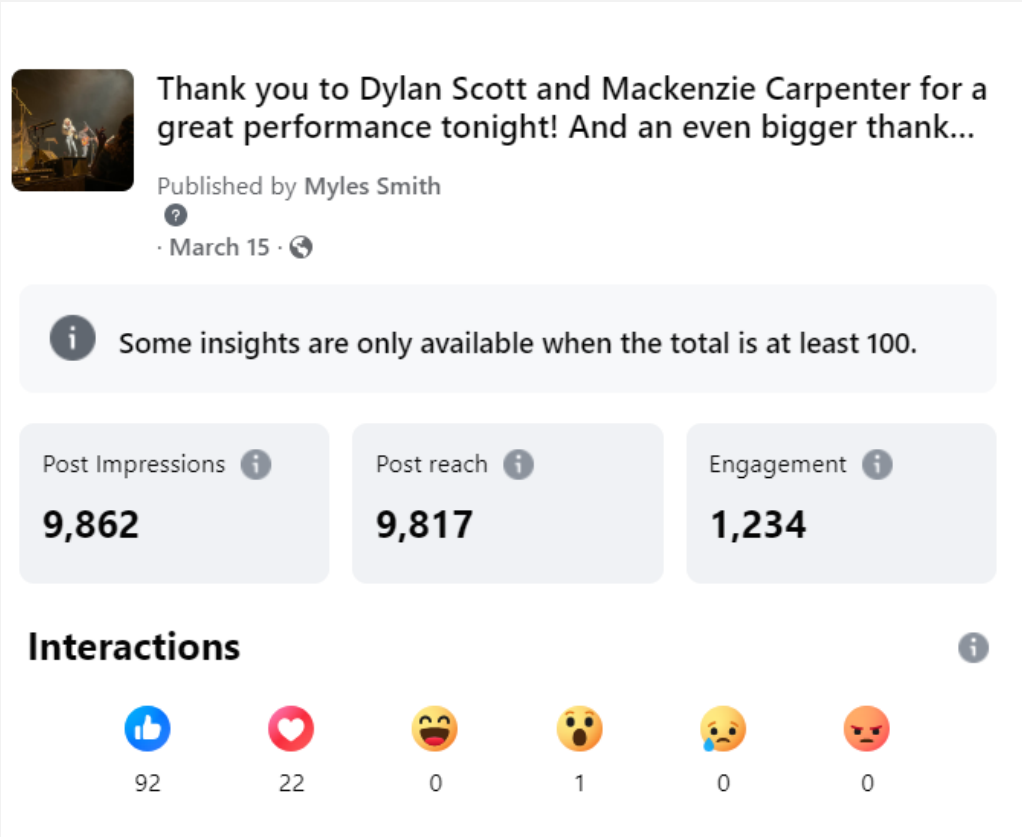
Five Flags Center continues to maintain one of the strongest social media followings in the Dubuque area.



Facebook
23K Followers



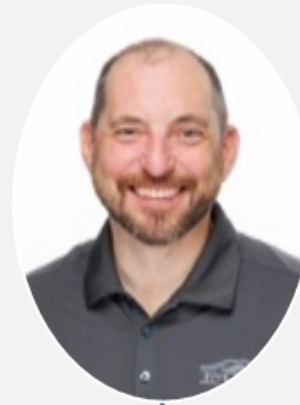
Instagram
1,991 Followers



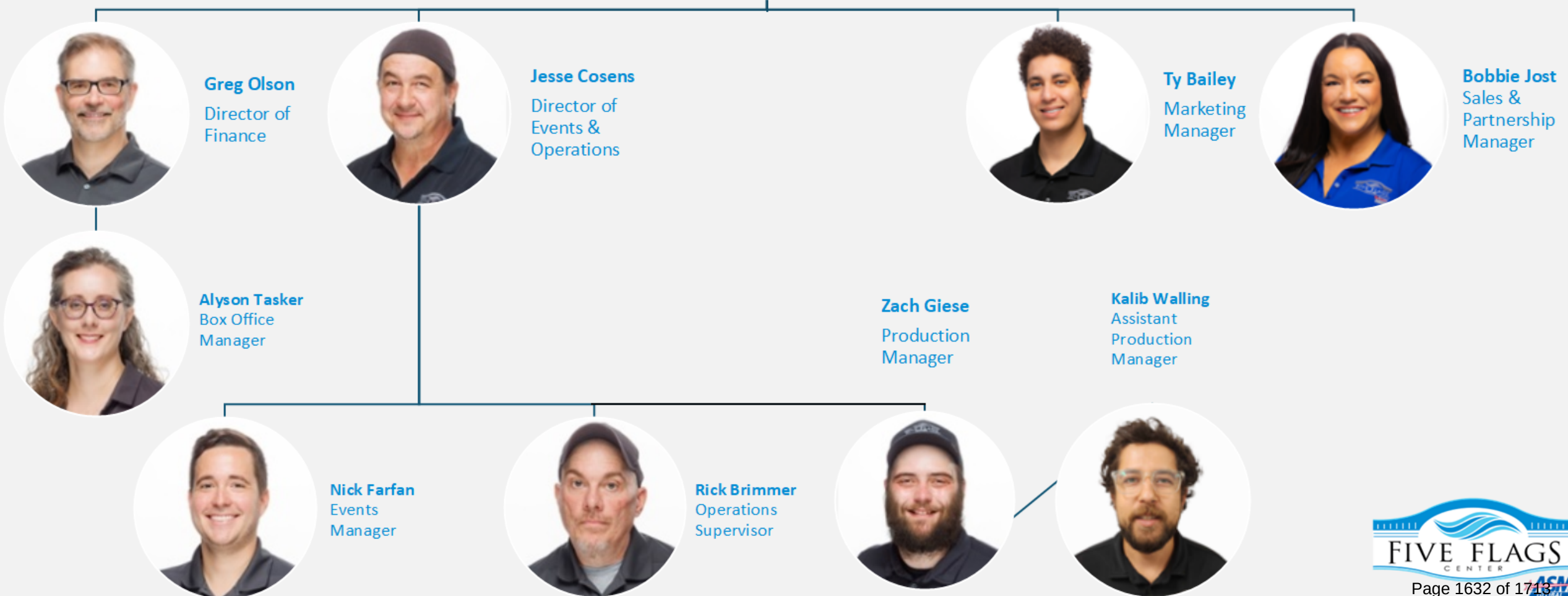
FY24 VENUE PARTNERS



STAFF



Aaron Rainey
General Manager



ANCHOR TENANTS

Dubuque Symphony Orchestra

DSO continues to deliver live concerts throughout the year. The orchestra is planning a full season of performances in 2024-25. This also includes the 3rd and 5th grade Arts Trek shows.



Fly-By-Night Productions

The theater group plans a full season in 2024-25, beginning with performances of “AMERICAN SON” earlier this month.



LOOKING AHEAD

UPCOMING EVENTS



Sesame Street Live:
9/30



Puppy Pals:
10/17



Yung Gravy:
11/23



The Nutcracker:
12/10



Home Free:
12/17



Rudolph:
12/20



Harlem Globetrotters:
1/11



Drumline Live:
2/19



Pickleball



Wags At The Flags

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: Request for Proposals for Leisure Services Comprehensive Master Plan Consultant Services

SUMMARY: City Manager recommending City Council approval of the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Request for Proposal

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

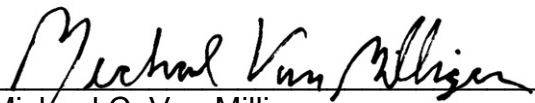
SUBJECT: Request for Proposals for Leisure Services Comprehensive Master Plan
Consultant Services

DATE: October 16, 2024

Leisure Services Director Marie Ware is recommending City Council approval of the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process.

The RFP was presented to the park and recreation commission at their October 15, 2024 meeting and they unanimously recommended approval of the RFP.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director
Dan Kroger, Recreation Division Manager
Steve Fehsal, Park Division Manager
Jared Charland, Leisure Services Project and Facilities Manager
Mary Bridget Corken-Deutsch, Community Development Specialist
Jason Duba, Assistant Planner
Temwa Phiri, Community Engagement Coordinator

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Request for Proposals for Leisure Services Comprehensive Master Plan
Consultant Services
DATE: October 15, 2024

INTRODUCTION

The purpose of this memo is to recommend approval of the City Council of the enclosed Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services.

BACKGROUND

The City Council in their 2021-23 goal setting made comprehensive parks master plan a high priority. In subsequent budget cycles funding was approved. In the most recent 2024-26 city council goal setting Parks Maintenance/Refresh Action Plan was identified as a high priority.

Dubuque is the first city in Iowa. Washington, Jackson, Grant, Flat Iron, and Phoenix Parks were reserved for public use by the United States government when the City was originally platted July 2, 1836. We are proud to have the oldest park system in Iowa. Since that time the city's park and recreation assets and programs have grown to what we have today. Research of available documents show that the last parks and recreation comprehensive plan was a Recreation and Open Space Plan in 1982. The City's comprehensive plan [Imagine Dubuque 2037](#) references parks and recreation often and has numerous action plans related to the department. The public continues to express desires, wants, and needs related to the assets and programs of the department.

DISCUSSION

The City will solicit proposals from qualified professional consulting firms to provide for comprehensive parks and recreation master planning. The comprehensive parks and recreation master plan will include a quality-of-life assessment, natural resources plan, and deferred maintenance assessment.

The consultants will inventory and assess the current assets and levels of service and compare to state and national standards. There would be a review of capacity, functionality, accessibility, condition, and convenience. This will include work to identify and document deferred maintenance. The assessment will provide data and information necessary to evaluate how the Department facilities meet current and future needs.

A natural resources plan will inventory and analyze the natural resource assets, invasive species, and other environmental issue identification, management practices, and recommendations.

A key component of the assessment will be engagement of the community into the process throughout the plan. Over the last six months as we talk with our residents about concern areas or additions, they would like to see we have been referencing this planning effort and have been encouraging them to lift their voices into the planning process. The staff will be engaged in vision, mission, and organizational values consistent with the plan.

Many more details are contained in the RFP. The RFP was developed by Recreation Division Manager Dan Kroger, Park Division Manager Steve Fehsal, and Project and Facilities Manager Jared Charland.

An RFP committee has been established with the following members:

Dan Kroger, Recreation Division Manager

Steve Fehsal, Park Division Manager

Jared Charland, Leisure Services Project and Facilities Manager

Mary Bridget Corken-Deutsch, Community Development Specialist

Jason Duba, Assistant Planner

Temwa Phiri, Community Engagement Coordinator

The RFP was presented to the park and recreation commission at their October 15, 2024 meeting and they unanimously recommended approval of the RFP.

BUDGET IMPACT

Funding is budgeted in the Parks Division and the Recreation Division for this project. The total funding available is \$397,000 based on the projects below.

Project	Budget	Project Number
Quality of Life Assessment	\$40,000	3449900009
Deferred Maintenance Assessment	\$90,000	3449900008
Natural Resources Plan	\$59,000	3043000036
Comprehensive Parks Masterplan	\$208,000	3043000001

With the City Council high priority of parks maintenance/refresh action plan, during this RFP process it will be determined if the current funding is adequate or whether an additional request would be made in the FY 26 budget process.

ACTION REQUESTED

I respectfully request approval of the City Council of the enclosed Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services and direct staff to post the RFP and initiate the consultant selection process.

Attachments

cc: Dan Kroger, Recreation Division Manager
Steve Fehsal, Park Division Manager
Jared Charland, Leisure Services Project and Facilities Manager
Mary Bridget Corken-Deutsch, Community Development Specialist
Jason Duba, Assistant Planner
Temwa Phiri, Community Engagement Coordinator



**Consultant Professional Services
Request for Proposal**

**Leisure Services Comprehensive Master
Plan**

City of Dubuque, Iowa

Issue Date: October 22, 2024

Closing Date and Time: November 13, 2024, 1:00 p.m. CST

Leisure Services Department

2200 Bunker Hill Road

Dubuque, Iowa 52001

1.0 INTRODUCTION

The City of Dubuque, Iowa (The City) is soliciting competitive sealed proposals from qualified professional consulting firms with extensive park and recreation experience to perform a Comprehensive Master Plan (Plan) for the City's Leisure Services Department. This RFP is designed to provide Consultants with the information necessary for the preparation of competitive Proposals. The RFP process is for the City's benefit and is intended to provide the City with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Consultant is responsible for determining all factors necessary for the submission of a comprehensive proposal. Through this RFP, the City is seeking to enter into a contract with a consultant that will provide the services described herein.

This RFP is partially funded by the American Rescue Plan Act (ARPA) and must be performed in accordance with all rules and regulations related to ARPA. All funding for this project must be obligated by December 31, 2024, and fully exhausted by December 31, 2026.

2.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The city is over 30 square miles in area, with a population of nearly 60,000 people. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning, and revitalization are long-standing priorities of the City Council. The City's website is www.cityofdubuque.org. The City Council goals and priorities are available online [here](#).

In 2006 and every year since, the Mayor and City Council identified becoming a more Sustainable City as one of their goals or priorities for our community. A sustainable environment is among the Council's Five-Year Goals for the years 2024-2029.

The City of Dubuque works to create a more inclusive community by assuring everyone has equitable access to community services. This project will support the city staff, elected officials, community organizations, and members of the public in reducing, and ultimately eliminating, disparities experienced by our most marginalized residents, allowing them to prosper. This project should strive to provide a better and more equitable experience for the entire community.

3.0 PROJECT BACKGROUND AND OBJECTIVES

3.1 – Background

- 3.1.1 The City of Dubuque [Leisure Services Department](#) maintains over 1,200 acres of parkland and open space and over 300 facilities including an outdoor ice rink, baseball and softball diamonds, disc golf course, skate parks, campground, marina, pools, golf course, sport courts, trails, and more. No park and recreation master plan exists for Dubuque Leisure Services.

3.2 – Objectives

- 3.2.1 This comprehensive report will have three major components: a quality-of-life assessment, a natural resources plan, and a comprehensive parks and recreation master plan.

3.2.2 Quality of Life Assessment

3.2.2A. Inventory and assess our current assets and levels of service and compare to state and national standards.

3.2.2B. Identify our community's needs and priorities regarding our City's facilities, programs, parks, and services.

3.2.3 Natural Resources Plan

3.2.3A. This section should address land use planning, community needs and desires, environmental management, and resource assessment.

3.2.4 Comprehensive Parks and Open Spaces and Recreation Plan—including but not limited to:

3.2.4A Provide short, intermediate, and long-range management and development, renovation, and/or redevelopment planning for recreation, park, and facilities.

3.2.4B Identify appropriate staffing needs to support park maintenance operations based upon the Master Plan.

3.2.4C Identify appropriate staffing needs to support recreation operations based on the Master Plan.

3.2.4D Deferred Maintenance and Condition Assessment

A. Identify, assess, and prioritize the deferred maintenance of parks, pools, facilities, and buildings.

B. Identify safety and maintenance concerns.

C. Assist in the budgeting process by creating a probable cost estimate associated with each deferred maintenance item.

3.2.4E Identify ADA accessibility deficiencies and identify potential modifications.

3.2.4F Develop a strategic action plan that represent the values of the community for the parks and recreation system.

3.3 – Budget

3.3.1 Funding is currently appropriated for the project through the following capital improvement projects in a total all-inclusive amount of \$397,000.

Project	Project Number
Quality of Life Assessment	3449900009
Deferred Maintenance Assessment	3449900008
Natural Resources Plan	3043000036
Comprehensive Parks Masterplan	3043000001

4.0 PROJECT SCOPE OF SERVICES

The following outline represents the minimum components for performing the consultant services.

In preparing a response to this RFP, the Consultant should describe the means or strategy by which they would satisfy the scope of services. The final scope of work will be negotiated with the selected Consultant(s). The City will evaluate submitted proposals and award contracts to selected Consultant(s) based on the best proposed means, methods, and/or solutions to each individual section listed below.

4.1- Task 1- Conduct a Needs Assessment

4.1.1 Conduct a needs assessment that collects the opinions and ideas of the community The assessment will include a complete inventory of the current state of the Leisure Services Department, including its financial condition, operations, park and recreation systems, facilities, programs, and services. The assessment shall include a review of current and projected demographics, current planning standards, and regional and national trends. The assessment should provide the data and information necessary to evaluate how the Leisure Services Department facilities meet current and future needs and whether modifications and/or additions will be required or should be considered.

4.2-Task 2 - Develop and Implement Public Engagement Strategy

4.2.2 The planning process must result in a shared, clearly defined vision for the Leisure Services Department driven by input from the community. Public involvement is extremely important to the City of Dubuque and informs decision making processes. The successful Consultant will propose a robust and innovative public outreach strategy that describes how the community and staff will be provided opportunities to participate in the development of the Plan. In the submittals, Consultants should at a minimum provide the following:

4.2.2A Identify and describe a comprehensive strategy and methodology for citizen, participant and stakeholder involvement (e.g. proposed outreach process, methods of outreach, outreach tools, anticipated schedule).

4.2.2B Ensure the residents, user groups and other stakeholders are provided an opportunity to participate in the development of the Plan.

4.2.2C Act as professional facilitators to gather specific information about services, use, preferences and any department strengths, weaknesses, opportunities and threats.

4.2.2D Provide well-organized and directed activities, techniques, and formats that will ensure that a positive, open, and proactive public participation process is achieved.

4.2.2E Provide written records and summaries of the results of all public process and communication strategies.

4.2.2F Develop and manage any online public involvement tools and data.

4.2.2G Throughout the entire process, help to build consensus and agreement of the plan and if consensus is not possible, provide information for informed decision making for City staff.

4.2.2H Design and implement an equity-driven planning process to ensure a dissemination and gathering of information from a broad/representative community spectrum.

4.3 Task 3 - Collect and Analyze Data

4.3.1 Review current long-range plans and related documents such as, but not limited to [Imagine Dubuque Comprehensive Plan](#), [Chaplain Schmitt Island Master Plan and Place Making Plan](#), [Central Avenue Corridor Initiative](#), [Historic Millwork District Revitalization Plan](#), 50% by 2030 Community Climate Action and Resiliency [Plan](#), 2015 Park Division Review, and Eagle Point Park Environmental Restoration Management Plan.

4.2.2 Develop and administer a City-wide statistically valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues on the Leisure Services Department's parks, facilities, programs and services. This survey will be used as a baseline to determine needs, desires, and willingness to pay.

4.2.3 Collect and interpret demographic characteristics and trends of the City's population using information from the US Census Bureau's American Community Survey, tapestry segmentation, regional and local sources, etc.

4.2.4 Compile data on participation, operations, technology, programming, programming space and land use trends and acquisition opportunities and needs.

- 4.2.5 Compile a complete inventory of indoor and outdoor facilities and parks including amenities, capacity of each found within the system as well as its functionality, accessibility, condition, and convenience, deferred maintenance, etc.
- 4.2.6 Inventory and analysis of natural resources, invasive species, and other environmental issue identification, management practices, and recommendations.
- 4.2.7 Review available funding and financing strategies that are options for funding future improvements.
- 4.2.8 Develop Level of Service (LOS) standards to meet community needs and identified community desires expressed in data. Standards should consider geographic distribution of indoor and outdoor facilities and their amenities.
- 4.2.9 Provide usable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.

4.4 Task 4 - Determine the Leisure Services Department's Strategic Direction and Analysis of Forecasted Needs

4.4.1 The Consultant will review needs assessment outcomes with City staff and facilitate a review of the Leisure Services Department strategic direction to identify and affirm the long-range vision for the Department. This step of the Plan process is vital for clarifying the Department's organizational direction for action planning, decision making, and resource allocation. To determine the Leisure Services Department strategic direction, the firm will assist the Department with accomplishing the following:

4.4.1A Review and develop the Leisure Services Department's vision, mission, aspiration, and organizational values.

4.4.1B Conduct a situational analysis and environmental scan utilizing the needs assessment data to determine gaps in what is being provided versus the needs and interests identified.

4.4.1C Develop a list of critical issues and opportunities based on the results of the situational analysis and environmental scan.

4.4.1D Review the department's current equity plan, review data, and recommend and develop a master plan that is equity driven.

4.5 Task 5 - Develop Recommendations and Implementation Strategies

4.5.1 To ensure that the Plan is implementable upon its adoption by the City Council, it must include realistic, feasible and clearly defined planning scenarios. Based on the outcomes of the needs assessment and the Leisure Services Department's strategic direction, the firm will be expected to develop the following:

4.5.1A Prioritized recommendations to meet current and future needs through, but not limited to, land acquisition, construction, renovation, or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, park maintenance, etc.

4.5.1B Estimates and review of the capital and operational costs for land acquisition, construction, renovation, or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, park maintenance, etc. The analysis should be designed to connect with the Leisure Services Capital Improvement Project plan.

4.5.1C Recommendations for addressing operations, staffing, maintenance, technology, programming and services and funding needs to support implementation of this Plan.

4.5.1D Evaluation of the feasibility, cost-effectiveness/return on investment of suggested strategies and recommendations.

4.5.1E Recommended strategies related to equity, climate change, and resiliency.

4.6 Task 6 - Create Action Plan: Strategic, Capital and Financial

4.6.1 The consultant must develop an action plan which includes strategies, priorities and budget support and funding mechanisms for the short term, mid-term and long term, which were developed during the previous stage in the process. The Action Plan must be a phased with prioritized recommendations and a capital projects prioritization process/ranking system for future strategic investments and level-of-service/reoccurring capital needs.

4.7 Task 7- Final Report and Presentation

The selected consultant shall submit a draft and final report which summarizes the findings and conclusions and includes a clear demonstration that the firm has fulfilled all of the elements contained in the agreed upon scope of work. The Plan must include written goals, plans, objectives and policy statements that articulate a clear vision and “road map” for the Leisure Services Department’s future. A presentation of the final plan by the consultant to the Leisure Services staff, the Park & Recreation Commission followed by City Council (3 total meetings) will be required.

The report, appendices, support materials, meeting minutes, photos and other files shall be in electronic format provided throughout and at the closing of the project.

5.0 PROJECT MANAGEMENT

5.1 – Project Manager

The Consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule, and budget are always being adhered to for the duration of the project. Additionally, the Project Manager shall serve as the primary point of contact for all exchanges of information between the City and the Consultant.

6.0 USE OF CITY RESOURCES

6.1 – Use of City Resources for the RFP Preparation

All information requests shall be directed to the City's Park Division Manager as detailed in Section 8 of this request for proposal. All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members shall be considered inappropriate and grounds for disqualification.

6.2 – Materials Available for RFP

A current aerial photograph of the City of Dubuque is available if requested by consultant.

6.3 – City Resources Available to the Selected Consultant

The City will make its ArcView GIS mapping and data analysis capabilities available for this project as well as staff contact/resources in the Leisure Services Department. Digital aerial photos of the City of Dubuque were taken in 2022.

7.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this RFP excluding any cost information which shall be included in a separate submission labeled "Project Cost Estimate". The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Profile of Firm

Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP and performing services utilizing American Rescue Plan Act funding. Describe the experience and success of the Firm in performing similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location of the office from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with subconsultants.

Scope of Services

Describe the means, methodology and/or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed in Section 3.3 as well as what process and outcomes the consultant would suggest to make the project a reality.

Include a basic work plan for each strategy that delineates the Consultant's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The Consultant should indicate in the work plan those aspects that might be completed by City staff or time and resources needed of the City staff.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project. This is the Consultant's opportunity to convey ideas and concepts with respect to the goals outlined in the scope of services.

Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide their qualifications and experience.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultants staff on the project team flow chart.

Provide the name and location of other sub consulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all subconsultant staff working on the project.

In submitting the Proposal, the prospective Consultant represents that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C 3 "Substitution of Project Team Members".

Describe the experience and success of the project team members proposed for the Dubuque project, in performing similar projects. Specifically list any experience and success completing park and recreation master planning, needs assessments, public engagement, data collection and analysis, strategies, and implementation planning.

Include at least three (3) relevant client references (including individual contact names and telephone numbers) for similar projects that have been completed by the Firm in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the referenced projects.

Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C – "City of Dubuque Contract Terms and Conditions" and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in their submitted Proposal.

Certificate of Insurance

The Consultant should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J –

Appendix D.) Submittal of insurance documents as part of this RFP is not required.

Litigation

Provide litigation information, if applicable.

Proposed Project Schedule

Provide a project schedule for the project. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project. Products should be delivered in an electronic format compatible with city computer software and hardware.

Fees and Compensation – TO BE NAMED AS SEPARATE ELECTRONIC SUBMISSION

Provide a proposed fixed cost, plus reimbursable expenses budget for each strategy proposed to complete the requested scope of services. Breakdown costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Contract

A proposed contract for services must be included in the submittal. The proposed contract is not included in the page count for the proposed submission.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFP submission deadline.

Ensure the separation of the proposed budget from the other portion of the RFP submittal. Initial screening will be completed by the RFP committee without knowing the Consultant's proposed fee for services.

8.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit an email with your requests to the City's Park Division Manager, Steve Fehsal. The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any matter of this RFP that requires explanation or interpretation must be inquired into by the consultant in writing by November 6, 2024 prior to 2:00 p.m. E-MAIL all questions to sfehsal@cityofdubuque.org. All questions will be responded to in the form of written addenda. All addenda shall become a part of the RFP. All Addenda will be posted on the City's website. It is the consultant's responsibility to check for addenda located at the City's bid posting site [here](#).

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact any other City of Dubuque or any of the Selection Committee members except as expressly authorized by the City Project Manager identified in this section (Section

8.0). Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant’s proposal.

Park Division Manager contact information is as follows:

Steve Fehsal
Park Division Manager
City of Dubuque
Leisure Services Department
2200 Bunker Hill Road
Dubuque, IA 52001-3010

Phone: 563-589-4260
E-mail: sfehsal@cityofdubuque.org

9.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: November 13, 2024, before 1:00 p.m. CST
- Digital Submittal Location: **ShareFile**
- Submittal Copies: Proposal: One (1) electronic (.pdf) copy
Fees: One (1) electronic (.pdf) copy

Submit one (1) signed electronic .pdf version of the proposal to the digital submittal location ShareFile address listed above. Label the document **Leisure Services Comprehensive Master Plan Proposal**. Label second document of fees **Leisure Services Comprehensive Master Plan Fees**. Add the name of the firm in each file name.

To confirm the city’s receipt of the two electronic submissions, contact Lead Administrative Assistant Angie Metcalf at mmetcalf@cityofdubuque.org or call 563-589-4262.

The proposal must be a document of not more than twenty-five (25) numbered 8-1/2 x 11-inch pages, except for the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, the front and back covers and the separately submitted cost proposals, or the proposed contract. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 25 numbered pages will not be considered.**

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant’s responsibility to ensure that you have received all addendums to this RFP before submitting the proposal.

The original proposal document shall be signed in blue ink by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than

ninety (90) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered and will be returned unopened to the Proposer. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by Firms that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

The City of Dubuque appreciates your time and consideration of this RFP.

Appendix A

Consultant Evaluation and Selection Process

EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Firms for placement on the consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in the preparation of Park & Recreation comprehensive plans or similar:
 - a. Qualifications and experience of the Consultant and any subconsultants and track record of the firms experience with subconsultants if a joint venture.
 - b. Demonstration of the professional expertise and technical abilities of the project team members.
 - c. Experience of Consultant working on municipal park & recreation projects in Midwest communities of similar size and/or similar parks and recreation assets.
 - d. Experience of the project team working with the public and other project stakeholders in preparing parks and recreation master plans.
 - e. Experience with American Rescue Plan Act funded projects.
 - f. Experience of project team in working with the public and other stakeholders in preparing similar reports and projects.
2. Community engagement strategy proposed and experience in community engagement processes especially with marginalized and/or under-represented populations.
3. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives and project scope.
4. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
5. Proposed schedule required to complete project.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview none, one, or all the consultants. Both the original submitted proposal and the results of the Consultant interview if needed will be used to select the final Consultant for the project. In addition to the above criteria, the following criteria are among those that will be used to evaluate the Consultants on the short-list.

1. Criteria from the initial evaluation.
2. Equity driven planning processes used and/or proposed.
3. Responsiveness and compatibility between the Consultant and City:

- a. Ability of the Consultant to maintain a high level of direct interaction and communication with City staff.
 - b. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - c. Interactions with the general public, City staff, and public officials.
4. Clear understanding of current industry trends.
5. Level of understanding project scope, proposal that meets the full scope, and ability to deliver the comprehensive services requested.
6. Cost of the Leisure Services Comprehensive Master Plan in relationship to the services offered.
7. Results of interview process
8. Information from references

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the completion of the evaluation of the proposals, the RFP Selection Committee will recommend to the City Manager or City Council the awarding of a contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Firm's approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding \$10,000. The Consultant shall indicate in the WBS the work tasks that will be completed by City staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in separate section any associated reimbursable expenses that would specifically relate to this project. A sample format of a WBS can be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by City staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS to achieve the best overall results for project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined, a design fee has been negotiated, and the WBS has been finalized, the Consultant shall incorporate the WBS into the contract documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offerer. Otherwise, negotiations with the offerer ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the selection committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will decide to execute the contract or request the Dubuque City Council make a final determination to award and execute the contract with a consultant.

Payment for Work: The Consultant awarded the contract shall be paid once per month. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.

Appendix B

RFP Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended Firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 8.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Appendix C

City of Dubuque Contract Terms and Conditions

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff, and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

4. INSURANCE.

Consultant shall always, during the performance of this Agreement, provide insurance as required by the attached Insurance Schedule J.

5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant's** subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant's** subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. ERRORS & OMISSIONS.

If the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be

constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

7. OWNERSHIP OF ENGINEERING DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the **Project Manager** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Section 4.7 and Attachment ___ of the contract. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

8. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Engineer and approved by the **City**.

9. TITLE VI, ADA, & OTHER NON-DISCRIMINATION

During the performance of this contract, the contractor, for itself, its assignees, and successor in interest, (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulation

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21 (hereinafter referred to as the Regulations), as they may be amended from time to time, herein incorporated by reference and made part of this contract.

B. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection of and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, including Procurement of Materials and Equipment

In all solicitations whether by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including the procurement of material for leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports

The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Dubuque, Iowa Department of Transportation, or appropriate Federal Agency to be pertinent to ascertain compliance with such Regulation, orders and instructions. Where any information required of contractors is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Iowa Department of Transportation, or the appropriate Federal Agency as needed and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Dubuque shall impose such contract sanctions as the Iowa Department of Transportation, or applicable Federal Agency, may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the contractor under contract until the contractor complies and/or
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporations of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Dubuque, Iowa Department of Transportation, or appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Appendix D Insurance Requirements

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. Consultant shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____. **Leisure Services Comprehensive Plan**
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, 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. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☒ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa 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 insurer 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa 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 insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa 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 City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Appendix E Project Related Data

AMERICAN RESCUE PLAN ACT (ARPA) COMPLIANCE

The following contract provisions along with this entire Request for Proposal will be made a part of any resulting contract(s) that arise from this Request for Proposal.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (50% US or more) as noted in 2 CFR § 200.322, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirement of this section must be included in all subawards per §200.322 including all contracts and purchase orders for work or products under ARPA.

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contract Work Hours and Safety Standards Act

Contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with [40 U.S.C. 3702](#) and [3704](#).

- A. Each contractor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- B. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) and the [Federal Water Pollution Control Act](#). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local

government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

If the awarded contractor (prime) uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's enterprises, and labor surplus area firms are used. The following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(1\)](#) through [\(5\)](#) of this section.

Suspension and Debarment

This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

System for Award Management (SAM)

A contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Creation of a Precision Policing Center
SUMMARY:	City Manager recommending City Council approval to establish a Precision Policing Center (PPC) which aims to enhance the operational efficiency and effectiveness of the Dubuque Police Department.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Creation of a Precision Policing Center 101724
3. PPC Presentation_Uploaded 10.21.24

TO: The Honorable Mayor and City Council Members

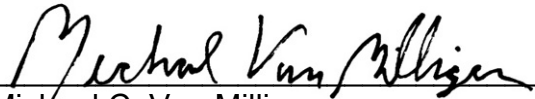
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Creation of a Precision Policing Center

DATE: October 17, 2024

Chief of Police Jeremy Jensen is recommending City Council approval to establish a Precision Policing Center (PPC) which aims to enhance the operational efficiency and effectiveness of the Dubuque Police Department. By leveraging advanced technology and real-time data analysis, the PPC will serve as a critical force multiplier, enabling rapid response, informed decision-making, and proactive crime prevention.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Jason Lehman, Assistant City Attorney
Shelley Stickfort, Chief Human Resources Officer
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support
Arielle Swift, Public Works Director
Chris Kohlmann, Chief Information Officer
Jessica George-Rethwisch, Emergency Communications Director
Amy Scheller, Fire Chief
Gus Psihoyos, City Engineer
Randy Gehl, Public Information Officer
Nikki Rosemeyer, GIS Coordinator/Analyst
Dave Ness, Civil Engineer II
Braden Daniels, Data Analyst
Nusrat Nawshin, Data Scientist

TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Creation of a Precision Policing Center

DATE: October 17, 2024

INTRODUCTION

The purpose of this memo is to recommend the establishment of a Precision Policing Center (PPC) aims to enhance the operational efficiency and effectiveness of the Dubuque Police Department. By leveraging advanced technology and real-time data analysis, the PPC will serve as a critical force multiplier, enabling rapid response, informed decision-making, and proactive crime prevention.

DISCUSSION

Objectives of the PPC

- Improve Response Times: By providing officers with real-time information, the PPC will enable faster and more informed officer response to incidents.
- Enhance Situational Awareness: The PPC will consolidate and analyze data from various sources, giving officers and command staff a comprehensive view of ongoing incidents. Thus, allowing for pinpoint policing, not based in anecdotal information but in real time data.
- Proactive Crime Prevention: By identifying patterns and trends, the PPC will help in anticipating and preventing criminal activities before they occur.
- Support Investigations: The PPC will assist in gathering and analyzing evidence, evaluating ongoing crime trends, thereby supporting ongoing investigations.
- Force Multiplier: The PPC allows for more efficient and effective use of sworn officers and limiting the logistics of travel time to retrieve information from the camera system.
- Enhanced Officer Safety: By providing real-time intelligence and situational awareness, the PPC will significantly improve officer safety during operations, enabling them to be better prepared for potential threats.
- Increased Efficiency: The PPC allows for the centralization of information, reducing the time officers spend on gathering data and allowing them to focus on active policing. This will enhance the overall efficiency of the force.

- Proactive Policing: With the ability to identify trends and predict criminal activity, the PPC will shift the focus from reactive to proactive policing, reducing crime rates and improving public safety.
- Improved Resource Allocation: By analyzing crime patterns and identifying hotspots, the PPC will help in the strategic deployment of officers and resources, ensuring that they are used where they are needed most.
- Enhanced Public Trust: The PPC will enable more transparent and accountable policing, with data-driven decisions that can be communicated to the public. This will help in building and maintaining public trust.
- Support for Investigations: The PPC will provide critical support for investigations, helping to gather and analyze evidence quickly and efficiently, leading to higher case closure rates.

For the past several years, police departments, including the Dubuque Police Department have experienced recruitment and retention issues. While the Dubuque Police Department has maintained a high level of public safety and call for service response. However, certain areas of proactive policing have suffered because of staffing shortages. The Dubuque Police Department is currently down 20 sworn officers, from the sworn officer strength of 115. It should be noted that the Dubuque Police Department has never been above 108 sworn officers (2019/2020).

Each year, the Senior Management Team of the Dubuque Police Department creates a strategic plan. The past two years this plan has included “Leveraging Technology” to offset staffing shortages and to make the PD more efficient and effective. The public safety/traffic cameras have been an incredible gift and tool that allows officers to efficiently and effectively conduct investigations. A tool the public of Dubuque expects and reaps the benefits of. In FY24 the Council approved the purchase and use of Automated License Plate Readers (ALPR), which are a compliment to the current camera system, using 24/7 automation. These have become fully operational within the last month and are already proving to be a very effective tool for officers.

However, these tools are not being used to their full potential and effectiveness. Officers generally use the cameras, not as crime is happening, but instead as a reactionary/follow-up tool. It should be noted that officers and dispatchers may “jump” on the cameras when a crime is happening, if they have time or already using the system.

Additionally, the Dubuque Police Department drone program can be utilized out of the PPC, using the drone as a first responder. This allows a drone to be utilized to “put eyes” on a situation, thus allowing for a more efficient use of staff, staff and public safety, and effective response by having better and real time information. Currently, the Police Department is expanding the software capability of the drones to have live stream video capability, better data capture, and allow for an expanded response radius. The expanded response radius also requires additional certification and licensing from the FAA.

The PPC is simply a force multiplier that benefits all officers in all divisions. Adding FTE’s in addition to staffing numbers that cannot be filled in a short period of time, is not feasible at this time. To remedy this, I am proposing changing three (3) sworn positions

to staff three (3) non-sworn “civilian” PPC Technicians; one (1) sworn position to fully fund one (1) non-sworn “civilian” Computer Forensics position and one (1) sworn position to fully fund one (1) non-sworn “civilian” Crime Analyst. The benefit of “civilian” non-sworn positions is that non-sworn positions can be very specialized, do not need an extensive field training program, is suited to on-the-job training and does not have the state mandated academy requirements. Additionally, replacement for these positions will not take the 9-12 months that it takes to fully replace one sworn position, due to all the training needed before an officer can work solo patrol. These positions will organizationally fall under the Police Department Administration Captain and will be supervised using the existing command structure of the Police Department.

Additionally, I am recommending taking one (1) sworn position and the funding for that position and reallocating that funding to the software integration needed to fully support the PPC.

This is a total reallocation of six (6) positions.

The proposed positions are as follows:

1. Precision Policing Center Technicians (3 Positions)

The job description for this is:

- Data Monitoring and Analysis: Monitor live feeds from CCTV cameras, license plate readers, and other surveillance systems. Analyze incoming data for any signs of criminal activity or emerging threats.
- Communication: Serve as a communication hub between field officers and the PPC, relaying real-time information and updates during ongoing incidents.
- Technology Management: Operate and troubleshoot PPC systems, ensuring all equipment is functioning correctly. This includes maintaining databases, ensuring data integrity, and managing software updates.
- Incident Documentation: Maintain detailed logs of incidents, including the actions taken and the data reviewed, to support after-action reviews and legal proceedings.
- Collaboration: Work closely with the Criminal Analyst and other law enforcement personnel to ensure that all relevant data is shared and acted upon.
- Internal/External Partnerships: Coordinate activities with the City traffic and security camera system and develop partnerships to access outside systems like the Dubuque Community School District, private residence and business cameras.

The City of Dubuque Human Resources Department has valued these positions and has determined that this position would fall in the G-28A of the General Employee Wage Plan. The range would be \$24.33 per hour to \$31.84 per hour.

2. Crime Analyst (1 position)

The job description for this is:

- **Data Analysis and Pattern Recognition:** Analyze crime data to identify trends, patterns, and potential hotspots. Use statistical and geographic analysis tools to support decision-making.
- **Intelligence Gathering:** Gather, evaluate, and analyze intelligence from various sources, including public tips, social media, and law enforcement databases, to support ongoing investigations and proactive crime prevention.
- **Reporting:** Prepare and present reports on crime trends, threats, and the effectiveness of interventions. Provide actionable intelligence to command staff and field officers.
- **Collaboration:** Work closely with all members of the police department, PPC Technicians, and other stakeholders to ensure that analytical insights are integrated into daily operations.
- **Training and Development:** Assist in training PPC Technicians and other personnel on data analysis tools and methodologies.
- **Internal/External Partnerships:** Work with the Data Analyst in the Office of Shared Prosperity, the Data Scientist in Public Works, and the GIS division.

The City of Dubuque Human Resources Department has valued these positions and has determined that this position would fall in the G-30A of the General Employee Wage Plan. The range would be \$27.12 per hour to \$35.44 per hour.

The Dubuque Police Department has received a scholarship from the Crime Analyst in Residence (CAR) program which provides free training, support and technical assistance in building a crime analyst position and program. Staff from the CAR have already started connecting data to help the Police Department custom build an analytics program free of charge.

3. Criminal Computer Forensics (1 position)

The job description for this is:

The City of Dubuque Human Resources Department has valued these positions and has determined that this position would fall in the G-35A of the General Employee Wage Plan. The range would be \$35.44 per hour to \$46.28 per hour.

In early 2024, the Police Department and the City of Dubuque Information Technology Department met to identify future technology needs in the public safety sector. One area that was identified was computer forensics. The Police Department has traditionally relied on other agencies to conduct computer forensics. Because of the high demand for computer forensic assistance, other agencies were unable to conduct computer forensics in less than one year. An opportunity arose to allow a University of Dubuque computer forensics student to intern with the Police Department. Both IT and the Police Department almost immediately saw the benefits of this position as to maintaining high quality equipment, staying on top of technology changes, but also to the efficiency and effectiveness of having our own internal person.

4. Software and Hardware Impact (1 position)

The PPC is best serving when all the current software and hardware interact together, i.e. "talk". Our current and soon to be new RMS/JMS/CAD system is from a single vendor thus is integrated together. However, this data is not integrated in the camera

system. We currently have no capability to link authorized private security camera footage without a manual download of a system.

Software and programs currently exist that can tie many technologies together. This includes most of our software programs, camera systems, and private camera systems (with permission). Additionally, technology can add “live” body worn camera viewing which allows the PPC and supervisors to view officers body worn camera’s in real time, thus creating a safer environment and allowing for more efficient and detailed collaboration, as well as a more informed response.

The current cost of one sworn police officer on an annual base is \$73,861 with wages and benefits. This is if the officer is at the bottom step of the wage plan. If the officer is at the top step of the wage plan, this increases to \$91,950.

To add software such as total system integration which ties software together, private camera option (generally this cost is incurred by the individual or business requesting it), live feed body worn cameras, automated license plate readers to the in-car camera system will cost approximately \$220,000 per annual subscription with a five (5) year contract.

Traditional hiring methods for sworn officers has been hindered by a number of factors to include low application numbers, State of Iowa requirements, such as civil service, testing requirements, and length of training to be “certified” in the State of Iowa. The Dubuque Police Department is authorized 115 sworn officers, but we have never been above 108 officers. I am requesting lowering this number to 109 sworn officers and supplementing the other six (6) as non-sworn, technical positions that leverage technology to become force multipliers. Once the sworn staff numbers reach 109, the number of sworn officers will be re-evaluated.

The Dubuque Police Department is currently remodeling a room that was used as a computer technology room at the DLEC to house the PPC. This space will include three technician workspaces and a workspace for the analyst. The computer forensics position will work in the criminal investigation’s workspace. The renovation and workspace do not require any additional funding.

BUDGET IMPACT

There is no increased budget impact for the creation of five (5) sworn civilian positions with the elimination of five (5) sworn positions. The pay differential is outlined in the following graph. Total savings by transitioning from sworn to non-sworn is \$20.65 per hour to \$12.31 per hour which is the difference between bottom step and top step.

Position	Pay Grade	\$ per hr minimum	\$ per hr maximum
Patrol Officer	P-01	31.24	37.91
PPC Technician	G-28A	24.33	31.84
Total Cost Diff.		6.91	6.07
Total Cost Diff. 3 positions		20.73	18.21
Patrol Officer	P-01	31.24	37.91
Crime Analyst	G-30A	27.12	35.44
Total Cost Diff.		4.12	2.47
Patrol Officer	P-01	31.24	37.91
Computer Forensics	G-35A	35.44	46.28
Total Cost Diff.		4.2	8.37
Total Cost Savings Per Hr		20.65	12.31

In the current fiscal year, it is projected these positions would be filled by January 2025. The FY25 full year savings from the eliminated sworn police officer positions is approximately \$450,000. The six (6) month FY25 expense for the new non-sworn civilian positions is approximately \$175,000 and the six (6) month expense for the software contracts is estimated at \$110,000, for a total six (6) month FY25 expense for the PPC of \$285,000. The \$165,000 in FY25 savings will be carried into FY26 to assist with the FY26 cost. The FY26 savings from the elimination of the six (6) positions is again estimated at \$450,000 for the full year.

The FY26 expenses will be for a full year instead of the six (6) months in FY25. The FY26 expenses are estimated at \$570,000. The recurring \$165,000 savings in FY25 will make up for the cost gap in FY26 of \$120,000 (\$570,000 minus \$450,000).

Beginning in FY27, the general fund city budget will begin to need to provide for that funding gap.

CONCLUSION

The establishment of a Precision Policing Center will significantly enhance our law enforcement capabilities, by acting as a force multiplier. By leveraging technology and data, the PPC will act as a force multiplier, improving response times, enhancing officer safety, and enabling proactive policing strategies. The proposed staffing of three PPC Technicians, a Criminal Analyst, a Criminal Computer Forensics person, and obtaining the hardware and software to set these positions up for success, will ensure that the center is fully equipped to meet the demands of modern policing.

cc Crenna Brumwell
Jason Lehman
Cori Burbach
Shelley Stickfort
Anderson Sainci
Arielle Swift

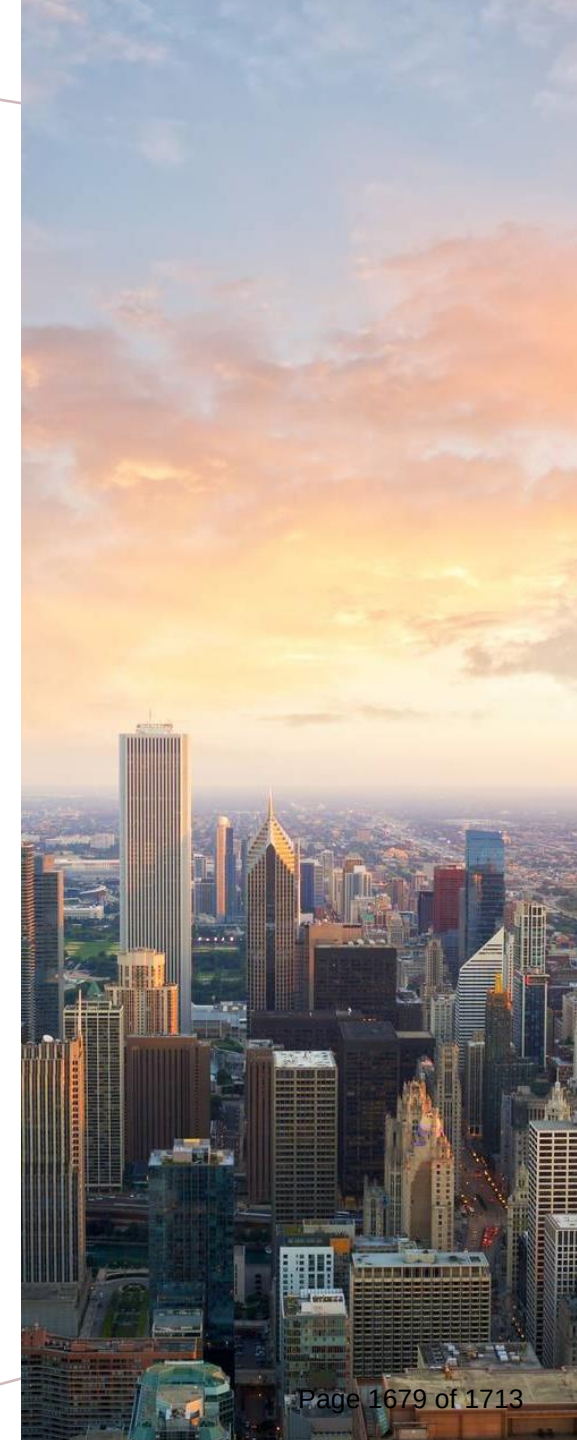
Chris Kohlmann
Jessica George-Rethwisch
Amy Scheller
Gus Psihoyos
Randy Gehl
Nikki Rosemeyer
Dave Ness
Braden Daniels
Nusrat Nawshin

*DUBUQUE POLICE
DEPARTMENT
PRECISION
POLICING
CENTER
(PPC)*



Police Department Staffing

Dubuque City Council Top 10 Priority



SWORN OFFICER STAFFING

HINDERANCES TO HIRING



115

108

109



DUBUQUE POLICE DEPARTMENT STRATEGIC PLAN

FORCE MULTIPLIERS

- Non-Sworn "Civilian Staff"
- Leveraging Technology



PRECISION POLICING CENTER (PPC)

- A PPC is a centralized hub that integrates technology, data, and live intelligence to support public safety operations in real-time. The PPC uses the public safety cameras, private cameras (with permission), automated license plate readers, drones, data analytics and integrated software to monitor activities and respond rapidly to ongoing incidents or emerging threats

WHY A PPC?

- Increased Efficiency
- Enhance Situational Awareness
- Proactive Crime Prevention
- Improve Response Times
- Enhanced Officer Safety
- Proactive Policing
- Improved Resource Allocation
- Enhanced Public Trust
- Investigative Support



NON-SWORN "CIVILIANS" – BENEFITS/CONS

BENEFITS:

- Expert in one thing
- Does not have the same hiring parameters as required for sworn officers by the State of Iowa (physical ability, hearing, eye sight, written testing and physical agility testing.
- Does not have the extensive academy training and Field Training Program

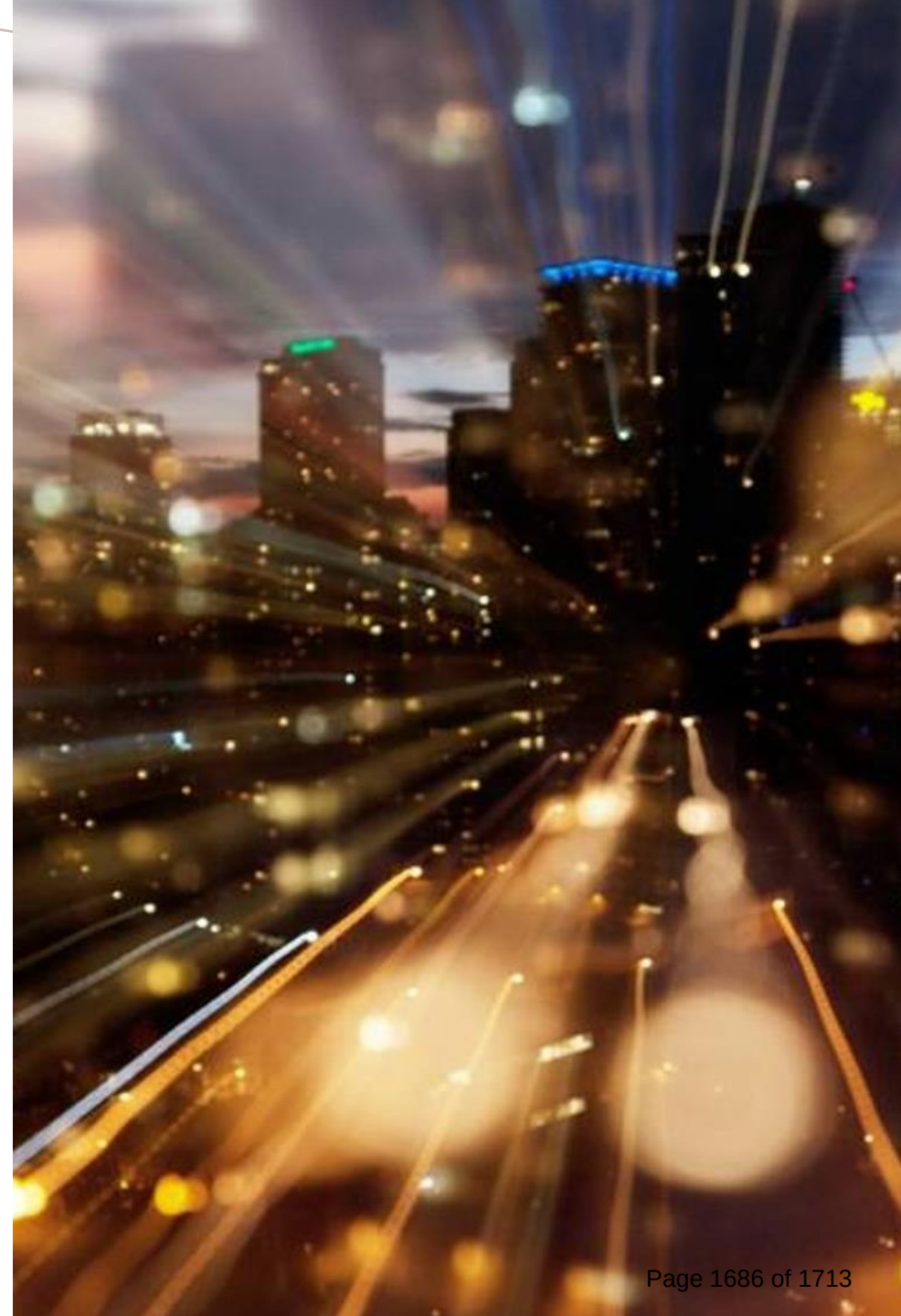
CONS:

Will not be a physical body "on the street" in uniform and in a car.

PRECISION POLICING CENTER TECHNICIANS

3 positions that will cover our busiest hours (generally afternoons and evenings until the bars close).

- Data Monitoring and Analysis
- Communication
- Technology Management
- Incident Documentation
- Collaboration
- Internal/External Partnerships

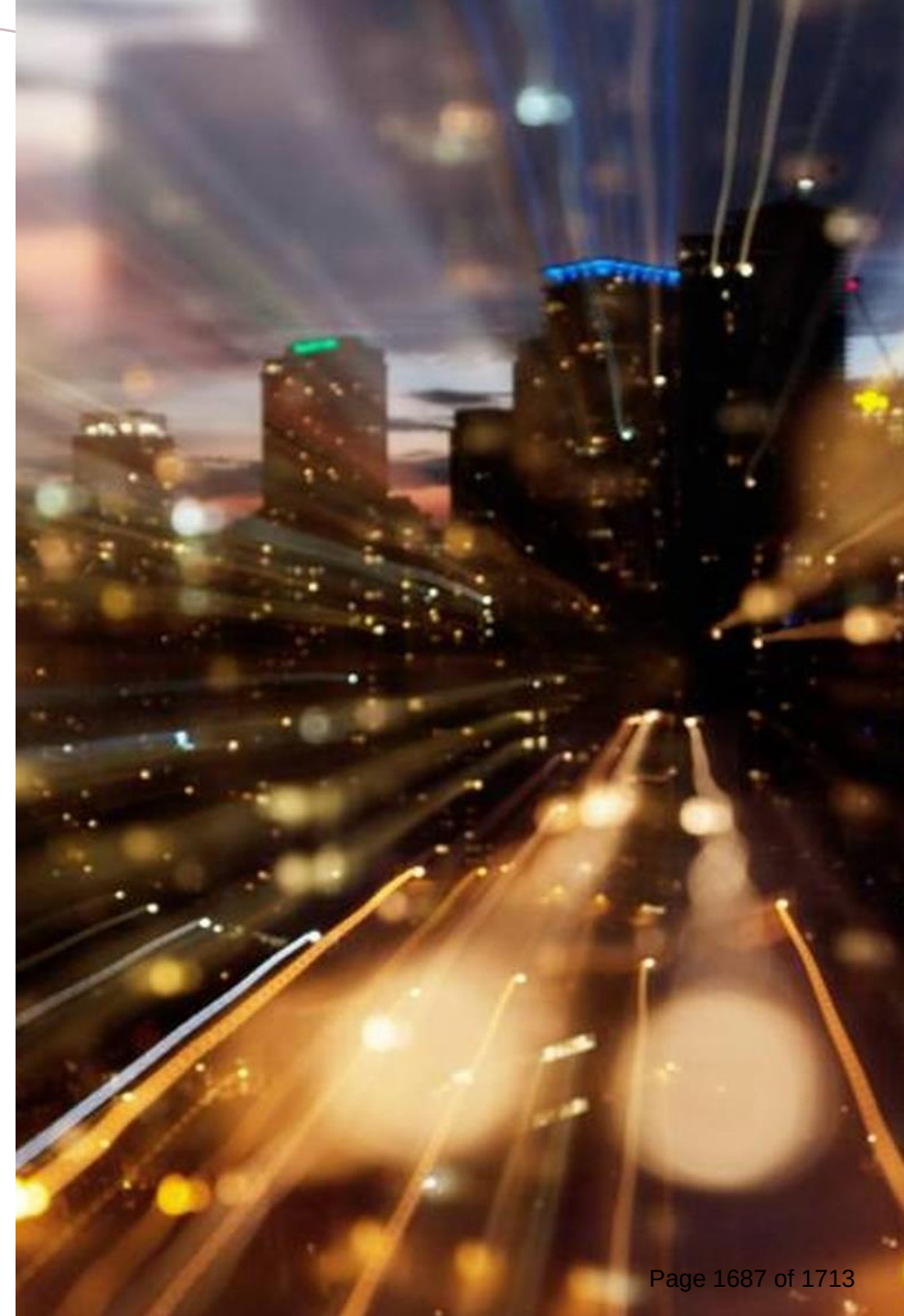


CRIME ANALYST

1 position

- Data Analysis and Pattern Recognition
- Intelligence Gathering
- Reporting
- Collaboration
- Training and Development
- Internal/External Partnerships.

*** Currently the DPD has a Crime Analyst Intern. This position would be in addition to that.

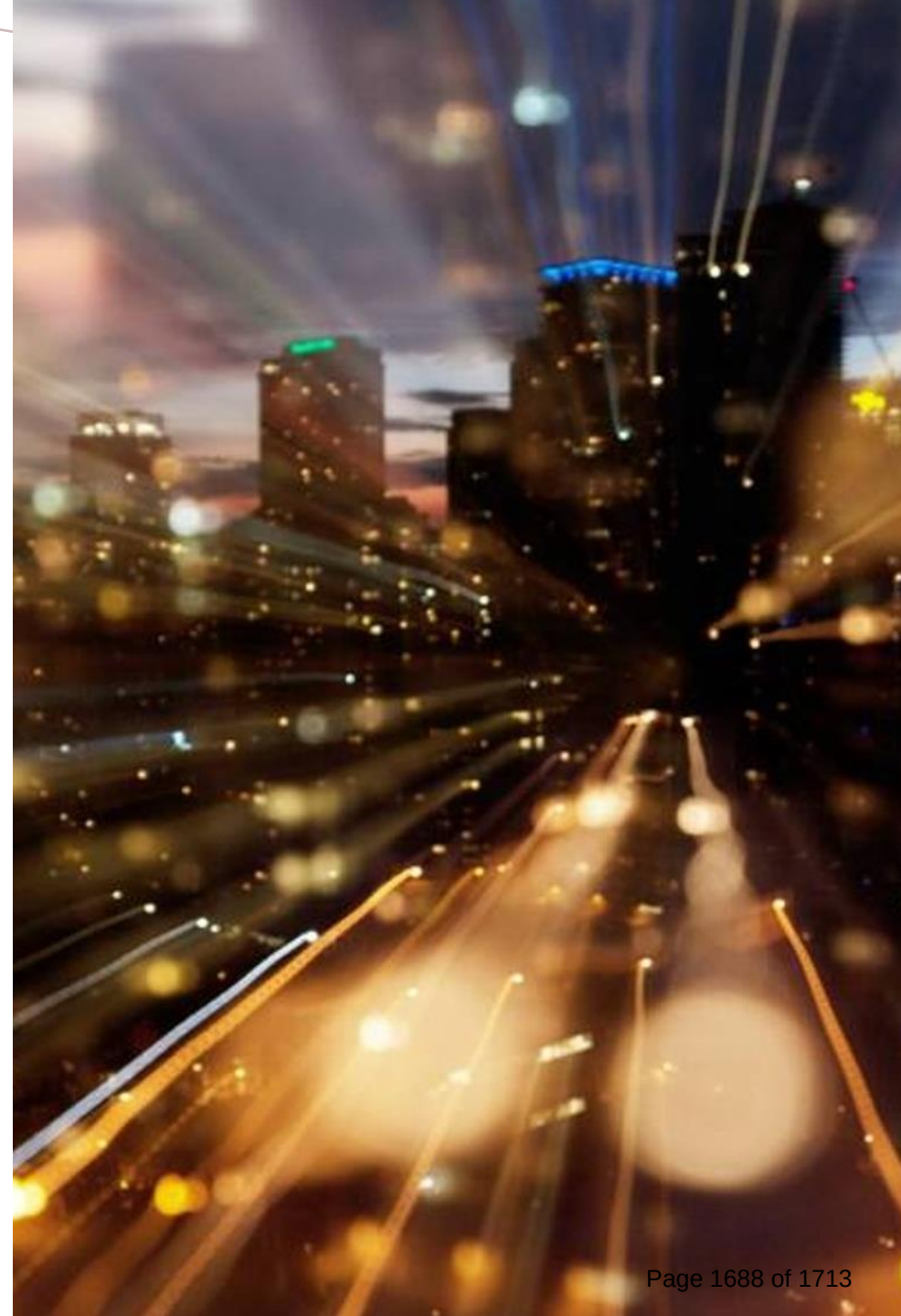


CRIMINAL COMPUTER FORENSICS

1 position that will report operational to the PD, but the technical side will be under the umbrella of the IT department.

Be able to process computer forensics (phones and computers) within the DPD, thus saving time and providing for a quicker victim/case response.

Until recently we had a Computer Forensics Intern in conjunction with the IT department and found it to have a great benefit.



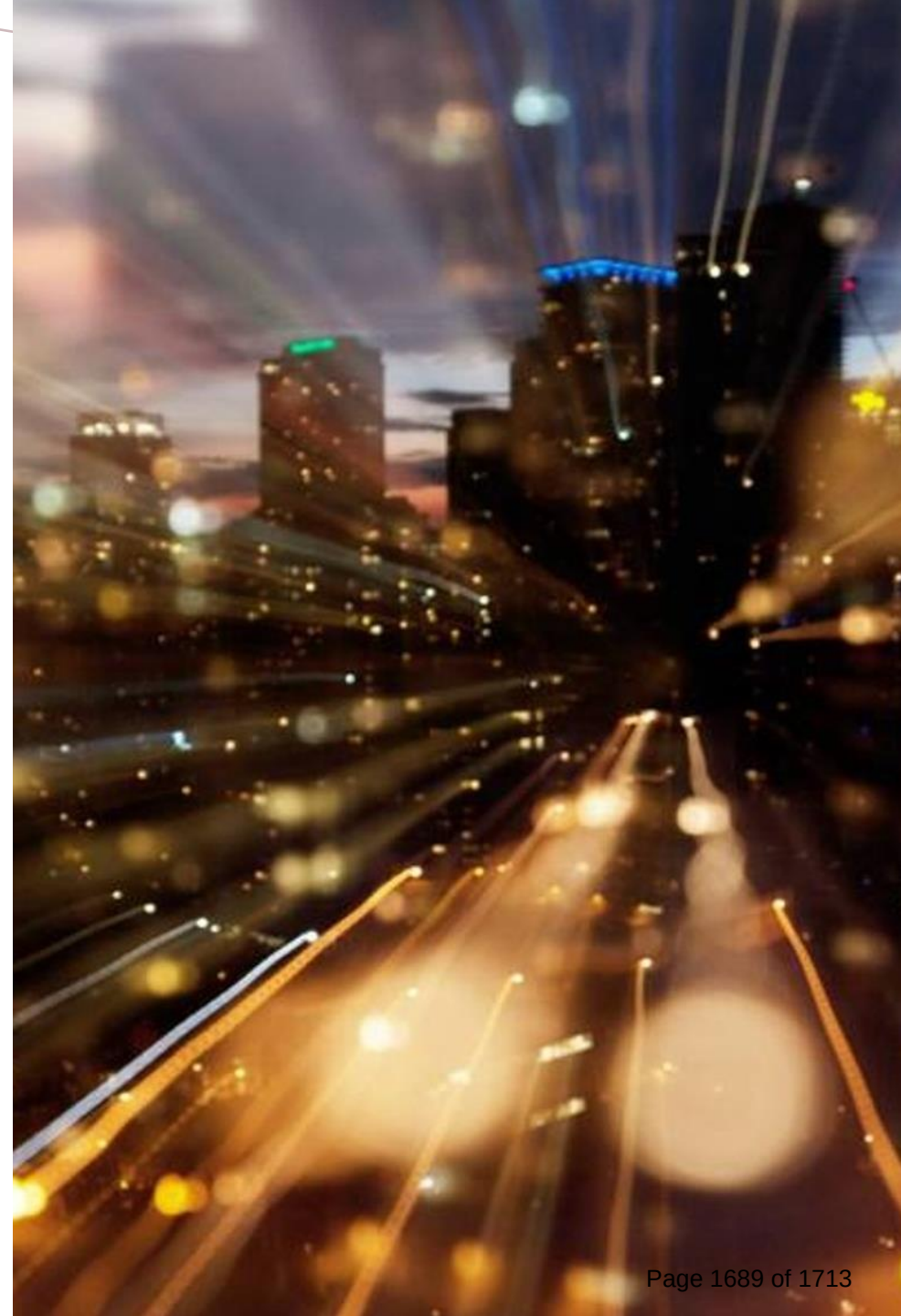
SOFTWARE AND HARDWARE

Using the funding for one position to implement the best software and hardware possible.

Ties computer software together so it can "talk".

Collaboration between public and private camera systems to provide a community approach to safety.

Data, Data, Data: An informed officer makes better decisions, is more accurate, and ultimately more efficient.





THANK YOU

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Iowa Amphitheater on Schmitt Island Project Bid Backage No. 1 (Site Demolition & Mass Grading) Award Public Improvement Contract Project Code: 5575000022, 3049900010
SUMMARY:	City Manager recommending City Council award the public improvement contract for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$819,676.45, which is 19.48% under the estimate of probable cost, through adoption of the attached resolution. RESOLUTION Awarding Public Improvement Contract for the Iowa Amphitheater On Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading)
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 - Award MEMO 3. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 - Council Award RESOLUTION 4. Iowa Amphitheater Letter of Award Recommendation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Backgag No. 1 (Site Demolition & Mass Grading)
Award Public Improvement Contract
Project Code: 5575000022, 3049900010

DATE: October 16, 2024

City Engineer Gus Psihoyos is recommending City Council award the public improvement contract for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$819,676.45, which is 19.48% under the estimate of probable cost, through adoption of the attached resolution.

In accordance with the Destination Iowa Grant Agreement, the Dubuque Racing Associate (DRA) contribution of \$3,658,000.00 is part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1). In addition, the DRA will be revamping its surface parking and striping to accommodate the additional parking demand created by the new outdoor amphitheater and tourists visiting Schmitt Island. A portion of the parking lot work will be incorporated into Bid Package No. 2.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nathan Steffen, Civil Engineer
Alex Dixon, President & CEO, Q Casino & DRA
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 15, 2024

RE: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 1 (Site Demolition & Mass Grading)
Award Public Improvement Contract
Project Code: 5575000022, 3049900010

INTRODUCTION

The attached resolution authorized the award of the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package 1.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

G.O. Debt (Greater Downtown TIF):	\$8,784,961
DRA contribution:	\$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create “a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.” The City of Dubuque and the Dubuque Racing Association (DRA) are partnering on this impactful project to create a unique and exciting gateway into Iowa that will help grow the economy across the State, build

upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project will be bid as two separate contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 includes the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

BID RESULTS

The City received sealed bids on October 14, 2024 for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1. Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa submitted the low bid in the amount of \$819,676.45 which is 19.48% under the estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Total Bid Amount
Eastern Iowa Excavating & Concrete LLC	\$ 819,676.45
Conlon Construction	\$ 868,500.00
McDermott Excavating	\$ 1,061,935.00
Gronen Restoration Inc.	\$ 1,190,000.00
Tschiggfrie Excavating Co.	\$ 1,704,000.00

RECOMMENDATION

I recommend awarding the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 1 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$819,676.45.

BUDGET IMPACT

The estimate of probable cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 is as follows:

Description	Cost Estimate	Award
Construction Contract (Bid Package No. 1)	\$ 1,018,000.00	\$ 819,676.45
Contingency	101,800.00	101,800.00
Consultant Design Services	290,400.00	290,400.00
Construction Admin, Engineering & Inspection	62,000.00	62,000.00
Total Project Cost Estimate	\$ 1,472,200.00	\$ 1,273,876.45

The anticipated funding for Bid Package No. 1 is as follows:

Project No.	Fund Description	Fund Amount
3049900010	G.O. Debt (Greater Downtown TIF)	\$ 223,876.45
5575000022	DRA Contribution	1,050,000.00
Total Project Funding		\$ 1,273,876.45

The Destination Iowa Grant funding is not paying for the Bid Package No. 1 (Demolition & Mass Grading) work because it is included in the local match required for the overall Iowa Amphitheater project.

The current estimate of probable cost for the entire Iowa Amphitheater on Schmitt Island Project is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 819,676.45
Construction Contract (Bid Package No. 2)	9,701,401.73
Remaining DRA Local Match ¹	2,108,000.00
Contingency (10%)	1,052,107.82
Consultant Design Services	1,451,775.00
Construction Admin, Engineering & Inspection	310,000.00
Total Project Cost Estimate	\$ 15,442,961.00

The project funding is summarized as follows:

Project No.	Fund Description	Fund Amount
3049900010 5575000022	State Grant – Destination Iowa	\$ 3,000,000.00
	G.O. Debt (Greater Downtown TIF)	8,784,961.00
	DRA Contribution	3,658,000.00
Total Project Funding		\$ 15,442,961.00

In accordance with the Destination Iowa Grant Agreement, the Dubuque Racing Associate (DRA) contribution of \$3,658,000.00 is part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1). In addition, the DRA will be revamping its surface parking and striping to accommodate the additional parking demand created by the new outdoor amphitheater and tourists visiting Schmitt Island. A portion of the parking lot work will be incorporated into Bid Package No. 2.

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

ACTION TO BE TAKEN

The City Council is requested to award the public improvement contract for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 to Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa in the amount of \$819,676.45, through adoption of the attached resolution.

Prepared by: Nathan Steffen, Civil Engineer

cc: Alex Dixon, President & CEO, Q Casino & DRA
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director

Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk

RESOLUTION NO. -24

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE THE IOWA
AMPHITHEATER ON SCHMITT ISLAND PROJECT – BID PACKAGE NO. 1 (SITE
DEMOLITION & MASS GRADING)**

Whereas, sealed proposals have been submitted by contractors for the Iowa Amphitheater on Schmitt Island Project – Bid Package No. 1 (Site Demolition & Mass Grading), (the Project) pursuant to Resolution No. 294-24 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 20th day of September 2024; and

Whereas, said sealed proposals were opened and read on the 14th day of October 2024 and it has been determined that Eastern Iowa Excavating & Concrete LLC of Cascade, Iowa, in the bid amount of \$819,676.45, is the lowest responsive, responsible bidder for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating & Concrete LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 21st day of October 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk

October 15, 2024

Nathan Steffen, PE
City of Dubuque, Engineering Department
50 W 13th St. Dubuque, IA 52001

RE: Iowa Amphitheater at Schmitt Island – Bid Package 1

Dear Nathan,

RDG Planning & Design has reviewed the results of the Iowa Amphitheater at Schmitt Island, Bid Package 1 bids. The Landscape Architect's opinion of cost for the project was \$1,018,000. There were five bidders in total, with Eastern Iowa Excavating & Concrete, LLC being the apparent low bid, with a Lump Sum Base Bid of \$819,676.45, which is approximately 19.4% below the opinion of cost.

Additional bids received, in alphabetical order, were received as follows:

- | | |
|--------------------------|----------------|
| • Conlon Construction | \$868,500.00 |
| • Gronen Restoration | \$1,190,000.00 |
| • McDermott Excavating | \$1,061,935.00 |
| • Tschiggfrie Excavating | \$1,704,000.00 |

Eastern Iowa Excavating is qualified to complete the work, is prepared to mobilize and is an Iowa business that has successfully worked with the City of Dubuque in the past on multiple projects.

Given the aforementioned information, we are hereby recommending the City of Dubuque accept the proposal from Eastern Iowa Excavating and Concrete, LLC.

Sincerely,

Ryan Peterson, PLA
Senior Partner, RDG Planning & Design

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE: Work Session Request: Microsoft Co-Pilot Implementation Strategy

SUMMARY: City Manager recommending City Council schedule a work session on November 4, 2024, at 5:30 p.m. to review and discuss the City of Dubuque's strategy and plans for the implementation of Microsoft Co-Pilot.

SUGGESTED DISPOSITION: Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Request for WorkSession Microsoft Copilot memo to the city manager

TO: The Honorable Mayor and City Council Members

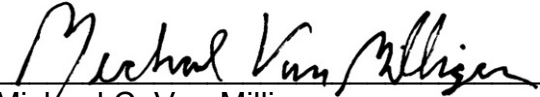
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for Work Session on Microsoft Co-Pilot Implementation Strategy

DATE: October 16, 2024

Chief Information Officer Chris Kohlmann and Sustainable Innovation Consultant David Lyons are recommending City Council schedule a work session on November 4, 2024, at 5:30 p.m. to review and discuss the City of Dubuque's strategy and plans for the implementation of Microsoft Co-Pilot.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Kohlmann, Chief Information Services
David Lyons, Sustainable Innovation Consultant



TO: Michael C. Van Milligen, City Manager

FROM: Chris Kohlmann, Information Services Manager
David Lyons, Sustainable Innovation Consultant

SUBJECT: Request for Work Session on Microsoft Co-Pilot Implementation Strategy

DATE: October 16, 2024

INTRODUCTION.

The purpose of this memo is to request a work session of the City Council to review and discuss the City of Dubuque's strategy and plans for the implementation of Microsoft Co-Pilot.

BACKGROUND.

As we continue to explore innovative solutions to advance our operations and services, through a lens of being an equitable, data-driven high-performance government, the integration of Microsoft Copilot presents a significant opportunity to enhance our capabilities.

Microsoft 365 Copilot for Government Community Cloud (GCC) leverages large language models (LLMs) with an organization's data to enhance productivity for government entities. This AI-powered assistant is designed to automate routine tasks, provide data-driven insights, and enhance collaboration, allowing staff to focus on what matters most—serving residents effectively. Through integration with the Microsoft applications already used by staff, Copilot offers real-time intelligent assistance to boost creativity, productivity, and skills.

DISCUSSION.

During this work session, we will:

1. Review the potential benefits and applications of Microsoft Co-Pilot across various city departments.
2. Discuss an approach to best practices and policy using resources from other cities and organizations such as the National League of Cities.
3. Discuss the proposed implementation timeline and key milestones.

4. Address any questions or concerns regarding the integration process and its impact on current workflows.
5. Outline the training and support plans for city staff to ensure a smooth transition and optimal utilization of the new system.

RECOMMENDATION AND ACTION REQUESTED.

I would respectfully request that a work session be scheduled for Monday November 4, 2024, at 5:30 pm to discuss Microsoft 365 Copilot for Government Community Cloud and related items outlined in this memo.

c.c. Crenna Brumwell, City Attorney

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE: Work Session Request: Update on Grant Initiatives and Grant Funding

SUMMARY: City Manager recommending City Council schedule a work session on November 4, 2024, at 6:00 pm for an update on grant initiatives and grant funding.

SUGGESTED DISPOSITION: Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for Work Session November 4, 2024

DATE: October 17, 2024

Director of Strategic Partnerships Teri Hawks Goodman is recommending City Council schedule a work session on November 4, 2024, at 6:00 pm for an update on grant initiatives and grant funding.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Teri Hawks Goodman, Director of Strategic Partnerships
Justin Thiltgen, Technical Grant Analyst/Assistant
Andrew Seth, Sustainable Strategies DC

October 17, 2024

Memorandum

TO: Michael C Van Milligen

FROM: Teri Hawks Goodmann Director of Strategic Partnerships

RE: Request for Work Session November 4, 2024

Request for City Council Work Session

The Office of Strategic Partnerships is requesting a work session with the Mayor and City Council on November 4, 2024.

Andrew Seth of Sustainable Strategies DC will join City Grant Analyst Justing Thiltgen and Director of Strategic Partnerships Teri Goodmann to present an update on grant initiatives and grant funding.

Recommendation:

Respectfully request a Work Session before City Council meeting on November 4th, 2024

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	Work Session Request: Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations
SUMMARY:	City Manager requesting a Work Session be scheduled on December 16, 2024, at 5:15 p.m. for Greater Dubuque Development Corporation to give a presentation along with Retail Strategies of their findings and recommendations for opportunities to enhance the retail and hospitality sectors in the community.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
	1. MVM Memo
	2. GDDC Request Memo

TO: The Honorable Mayor and City Council Members

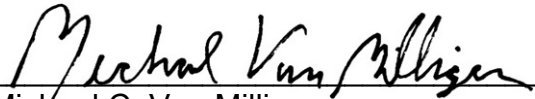
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request - Greater Dubuque Development Corporation -
Retail Strategies Findings and Recommendations

DATE: October 17, 2024

Greater Dubuque Development Corporation President and CEO Rick Dickinson is requesting a Work Session be scheduled on December 16, 2024, at 5:15 p.m. to give a presentation along with Retail Strategies of their findings and recommendations for opportunities to enhance the retail and hospitality sectors in the community.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Rick Dickinson, Greater Dubuque Development Corporation President and CEO



Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

October 14, 2024

Michael C. Van Milligen
City Manager
City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Dear Mike:

I am writing on behalf of Greater Dubuque Development Corporation to formally request a work session with the Dubuque City Council and staff on December 16 for the presentation of Retail Strategies' findings and recommendations. As you know, Retail Strategies has been collaborating with our organization to identify opportunities for enhancing the retail and hospitality sectors in our community.

During this work session, Retail Strategies will present an overview of their analysis of our community, including market gaps, key recruitment targets, and strategic recommendations for future development. We believe this session will provide valuable insights that align with our shared goals of fostering economic growth and making Dubuque a community of choice for both businesses, residents and newcomers..

Please let us know if any additional materials or details are required. We look forward to collaborating with the City of Dubuque on this important initiative.

Thank you for your consideration.

In your service,

A handwritten signature in black ink, appearing to read "Rick Dickinson".

Rick Dickinson
President & CEO

**City of Dubuque
City Council**

ACTION ITEMS # 10.

ITEM TITLE:	Dubuque Regional Airport Solar Array Ribbon-Cutting Video
SUMMARY:	A short video summary of the ribbon-cutting ceremony to recognize the completion of a new solar array project at the Dubuque Regional Airport will be shown and can be viewed at https://youtu.be/EzMnxtA-H68 A video of the full event can be viewed at https://youtu.be/1Koxdz3mbvo
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

ACTION ITEMS # 11.

ITEM TITLE:	Delivering Dubuque Video: Restoring Commercial Air Service
SUMMARY:	Media Services will show the Delivering Dubuque episode regarding the community's efforts to restore, retain, and expand air service for the region. The video can be viewed at https://youtu.be/WyYVadiQ9X8?si=dNB_bAmwme1668wi
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Pending Litigation and Purchase or Sale of Real Estate –
Chapter 21.5(1)(c),(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None